Bid Tabulation Packet
for
Solicitation 1708-185

Pharmaceutical Service and Supplies

Bid Designation: Public

Williamson County, Texas

Bid #1708-185 - Pharmaceutical Service and Supplies

Creation Date	**Aug 15, 2017**	End Date	**Sep 18, 2017 2:00:00 PM CDT**
Start Date	**Aug 29, 2017 3:22:02 PM CDT**	Awarded Date	**Not Yet Awarded**

1708-185--01-01 Please attach all documents to this line

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
BIOCARE PHARMACY **[Ad]**	First Offer -	1 / each			Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Diamond Drugs, Inc. **[Ad]**	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Pharmacy Alternatives, LLC	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
NEW DIMENSION PHARMACY **[Ad]**	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
MAO Pharmacy	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** RFP 1708-185 **Supplier Notes:**			
Correct Rx Pharmacy Services, Inc. **[Ad]**	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

f BIOCARE PHARMACY **[Ad]** $0.00

Bid Contact **ANNIE TRUONG**
BIOCARERX@YAHOO.COM
Ph 281-530-5800
Fax 281-530-5819

Address **HOUSTON, TX 77072**

Bid Notes **All prices are in USD and include shipping costs. Price is per capsule/tablet/mL/gram. Please let us know if you have any questions.**

Agency Notes:

Supplier Notes:
All prices are in USD and include shipping costs. Price is per capsule/tablet/mL/gram. Please let us know if you have any questions.

Head Attch:

f NEW DIMENSION PHARMACY **[Ad]** $0.00

Bid Contact **CARLOS HEATH**
newdimensionpharmacy@yahoo.com
Ph 713-263-7680

Address **1102 PINEMONT STE.F**
Houston, TX 77018

Bid Notes **The following attachment contains our bid for Pharmaceutical services and supplies for Williamson County.**

Agency Notes:

Supplier Notes:
The following attachment contains our bid for Pharmaceutical services and supplies for Williamson County.

Head Attch:

f Diamond Drugs, Inc. **[Ad]** $0.00

Bid Contact **Steven M Heidenthal**

Address **645 Kolter Drive**

proposal@diamondpharmacy.com
Ph 724-349-1111
Fax 724-599-3509
Indiana, PA 15701

Agency Notes:

Supplier Notes:

Head Attch:

f MAO Pharmacy $0.00

Bid Contact **hunter hoggatt**
hunter.hoggatt@westwoodpharmacy.com
Ph 804-519-3383
Fax 804-288-7934

Address **5823 patterson ave**
richmond, VA 23226

Bid Notes **All requested information has been submitted via BidSync documents or included in the PDF attachment titled "Westwood Pharmacy Response to RFP 1708-185" which is attached here. Thank you for your consideration.**

Agency Notes:

Supplier Notes:
All requested information has been submitted via BidSync documents or included in the PDF attachment titled "Westwood Pharmacy Response to RFP 1708-185" which is attached here. Thank you for your consideration.

Head Attch:

f Correct Rx Pharmacy Services, Inc. **[Ad]** $0.00

Bid Contact **Ellen H Yankellow**
eyankellow@correctrxpharmacy.com
Ph 443-557-0100
Fax 443-557-0333

Address **1352 Charwood Road, Suite C**
Hanover, MD 21076

Agency Notes:

Supplier Notes:

Head Attch:

f Pharmacy Alternatives, LLC $0.00

Bid Contact **Doug Russell**
marion.akers@rescare.com
Ph 502-394-2100

Address **11401 Bluegrass Parkway**
LOUISVILLE, KY 40299

Agency Notes:

Supplier Notes:

Head Attch:

**

BIOCARE PHARMACY

Bid Contact **ANNIE TRUONG**
BIOCARERX@YAHOO.COM
Ph 281-530-5800
Fax 281-530-5819

Address **HOUSTON, TX 77072**

Bid Notes **All prices are in USD and include shipping costs. Price is per capsule/tablet/mL/gram. Please let us know if you have any questions.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1708-185--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each		**Y**
				Supplier Total	$0.00	

Supplier: **BIOCARE PHARMACY**

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Supplier: **BIOCARE PHARMACY**

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: **Lac Hong Adult Day Center**

Location: **Houston, TX**

Contact Name: **Kim Sa**

Title: **Manager**

Phone: **281-776-9955**

E-mail **N/A**

Contract Date To: **2003**

Contract Date From: **Current**

Contract Value: $ **N/A**

Scope of Work:

Partnership with clinic to fill/refill prescriptions and deliver

Reference 2

Client Name: **Sunrise Comprehensive Medical Center**

Location: **Houston, TX**

Contact Name: **Duc Phan**

Title: **Doctor of Medicine, Owner**

Phone: **832-328-1437**

E-mail **N/A**

Contract Date To: **2013**

Contract Date From: **Current**

Contract Value: $ **N/A**

Scope of Work:

Clinic vaccine/medication/medical supplies order and fulfillment

Reference 3

Client Name:	Location:
Anda, Inc	**Weston, FL**
Contact Name:	Title:
Kimberly Wilburn	**Sales Representative/ Account manager**
Phone:	E-mail
1-800-331-2632	**anda@andanet.com**

Contract Date To:	Contract Date From:	Contract Value: $
2003	**Current**	**N/A**

Scope of Work:

Drug Ordering/Restocking

Supplier: **BIOCARE PHARMACY**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**Annie Truong**
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**	**N/A**
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**	**N/A**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.** **(Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☑ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☑ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☑ No D. Describe each affiliation or business relationship. **6. Describe any other affiliation or business relationship that might cause conflict of interest:**
7	

	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **BIOCARE PHARMACY**

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	**Annie Truong**
Address of Respondent:	**10603 Bellaire Blvd, Ste B114, Houston, TX 77072**
Email:	**BiocareRX@yahoo.com**
Telephone:	**281-530-5800**
Printed Name of Person Submitting Affidavit:	**Annie Truong**
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **BIOCARE PHARMACY**

PRICE SHEET

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please provide AWP Plus/Minus % Discount in blanks provided below and complete the 2 pages of Drug Brand/Generic price sheets with Per/Capsule-Pill pricing.

Proposer shall provide current Average Wholesale Price (AWP) minus a percentage (%) discount plus a dispensing fee (if applicable).

BRAND NAME MEDICATIONS

Minus Percent (%) Discount 15%

Dispensing Fee (if applicable) $1.50 per prescription

GENERIC MEDICATIONS

Minus Percent (%) Discount 30%

Dispensing Fee (if applicable) $1.50 per prescription

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
VALPROIC ACID 250MG CAP	**$9.28**	**$0.87**
HYDROXYZINE PAM 50MG CAP	**$5.98**	**$0.80**
BUPROPION 100MG TAB	**$11.81**	**$1.47**
LITHIUM CARB 300MG CAP	**N/A**	**$0.25**
QUETIAPINE 100MG TAB	**$12.29**	**$0.30**
LACTULOSE 10GM/15 SOL	**N/A**	**$0.08**
ANTI-DANDRUF 1%	**$0.14**	**N/A**
HYDROCERIN LOT	**$0.06**	**N/A**
GERI-MOX SUS	**N/A**	**$0.12**
DIPHENHYDRAMINE 25MG CAP	**N/A**	**$0.12**
SUDOGEST 60MG TAB	**$0.09**	**N/A**
DIPHENHYDRAMINE 50MG CAP	**N/A**	**$0.15**
AMOXICILLIN 500MG CAP	**N/A**	**$0.35**
QUETIAPINE 300MG TAB	**$30.36**	**$1.26**
NAPROXEN 500MG TAB	**N/A**	**$0.40**
AMITRIPTYLINE 25MG TAB	**N/A**	**$0.88**
TRAMADOL 50MG TAB	**N/A**	**$0.15**
METFORMIN 500MG TAB	**$1.96**	**$0.10**
HYDROXYZ PAMOATE 25MG CAP	**$4.90**	**$0.30**
POLYETH GLYC 3350 NF POW	**N/A**	**$0.08**
QUETIAPINE 200MG TAB	**$23.17**	**$1.75**
LISINOPRIL 10MG TAB	**$23.43**	**$0.10**
VENLAFAXINE 75MG TAB	**N/A**	**$1.02**
HCTZ 25MG TAB	**N/A**	**$0.10**
BENZTROPINE 1MG TAB	**N/A**	**$0.52**
METFORMIN 1000MG TAB	**$4.06**	**$0.15**
CITALOPRAM 20MG TAB	**$15.17**	**$0.15**
BENAZEPRIL 10MG TAB	**N/A**	**$0.25**
TRAZODONE 100MG TAB	**N/A**	**$0.50**
SMZ/TMP DS 800-160 TAB	**$5.18**	**$0.40**
POLYETH GLYC 3350 NF POW	**$0.08**	**$0.08**
BUPROPION 75MG TAB	**N/A**	**$0.80**
TRAZODONE 50MG TAB	**N/A**	**$0.35**
AMLODIPINE 10MG TAB	**$14.34**	**$0.10**

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
QUETIAPINE 300MG TAB	**$30.36**	**$1.26**
ATRIPLA TAB	**$142.98**	**N/A**
QUETIAPINE 100MG TAB	**$12.29**	**$0.30**
TRUVADA TAB	**$87.95**	**N/A**
LANTUS 100/ML INJ	**$41.22**	**N/A**
QUETIAPINE 200MG TAB	**$23.17**	**$1.05**
DULOXETINE 60MG CAP	**$13.40**	**$0.84**
REYATAZ 300MG CAP	**$81.32**	**N/A**
OLANZAPINE 20MG TAB	**$60.56**	**$0.81**
COMPLERA TAB	**$150.40**	**N/A**
OLANZAPINE 10MG TAB	**$33.95**	**$0.80**
QUETIAPINE 400MG TAB	**$35.69**	**$1.30**
LATUDA 40MG TAB	**$60.94**	**N/A**
BUPROPION 100MG TAB	**$11.51**	**$2.63**
DIVALPROEX 500MG ER TAB	**$9.38**	**$1.65**
ABILIFY 10MG TAB	**$48.83**	**$1.05**
VALPROIC ACID 250MG CAP	**N/A**	**$0.90**
ISENTRESS 400MG TAB	**$38.99**	**N/A**
CYCLOPHOSPH 25MG TAB	**N/A**	**$17.54**
INVEGA 9MG TAB	**$85.61**	**$36.96**
OLANZAPINE 5MG TAB	**$22.54**	**$0.56**
LATUDA 20MG TAB	**$60.94**	**N/A**
OLANZAPINE 15MG TAB	**$33.95**	**$0.77**
HUMULIN R U-100 U-100 INJ	**$27.66**	**N/A**
INVEGA 3MG TAB	**$57.08**	**N/A**
VENTOLIN HFA AER	**$5.78**	**N/A**
ABILIFY 5MG TAB	**$48.83**	**$2.88**
NORVIR 100MG TAB	**$16.19**	**N/A**
ADVAIR DISKUS 250/50 AER	**$11.10**	**N/A**
PROMETHAZINE HCL 25MG SUPR	**N/A**	**$14.00**
EPINEPHRINE 0.3MG 2-PACK	**$469.28**	**$335.94**
INVEGA 6MG TAB	**$57.08**	**$26.80**
XIFAXAN 550MG TAB	**$54.78**	**N/A**
PERMETHRIN 5% CRM	**$3.38**	**N/A**
PREZISTA 800MG TAB	**$82.19**	**N/A**

NEW DIMENSION PHARMACY

Bid Contact **CARLOS HEATH**
newdimensionpharmacy@yahoo.com
Ph 713-263-7680

Address **1102 PINEMONT STE.F**
Houston, TX 77018

Bid Notes **The following attachment contains our bid for Pharmaceutical services and supplies for Williamson County.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1708-185--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**
				Supplier Total	$0.00	

NEW DIMENSION PHARMACY

Item: **Please attach all documents to this line**

Attachments

Williamson County Bid 1708-185.pdf

WILLIAMSON
COUNTY
1848

Bid #1708-185 Pharmaceutical Service and Supplies

Table of Contents

- Transmittal letter
- Executive Summary
- Proposal Specifications
- Price sheet
- References
- Conflict of Interest Questionnaire
- Certificate of Interested Parties
- Proposal Affidavit

NEW DIMENSION PHARMACY
1102 PINEMONT STE.F
HOUSTON, TEXAS 77018
713.263.7680 (O)
713. 263.7685 (F)

Come and Experience,
A New Dimension of Health...Healing...Hope....

Dr. Carlos Heath
President/CEO

Mrs. Brenda Fuller
Williamson County Jail
901 South Austin Ave.
Georgetown, Texas 78626

Dear Mrs. Fuller,

My name is Dr. Carlos Heath, Pharm.D, MBA and I am the President/CEO of the Basileia Group, Inc. dba New Dimension Pharmacy located at 1102 Pinemont Ste.F, Houston ,Texas 77018 and I submitting within this transmittal letter a brief synopsis of our company. We are a C-corporation that has just celebrated our 10th year anniversary in July. We are in incorporated in Texas and Nevada with our primary location being in Houston, Texas. Our Employer Identification number is 26-0638595. The proposal that we are submitting is valid for the time period specified within this proposal.It is our intent to honor every requirement set forth by Williamson County within thi proposal. If you have any questions, please do not hesitate to contact me at 713.263.7680 or I can be reached by fax, 713.263.7685 or via email: newdimensionpharmacy@yahoo.com.

Sincerely,

Dr. Carlos Heath, Pharm.D, MBA

Executive Summary

Basileia Group, Inc. (d.b.a. New Dimension Pharmacy and also referred to as "the Company") exists to empower its customers with solutions that will improve their health, and to provide strategies that will promote positive patient outcomes. The Company's primary aim is to work with physicians to find the most cost effective, safe, and beneficial solutions to the patient's condition. The Company provides services such as prescriptions, diabetic shoes, medical supplies, and educational sessions for its clients. Moreover, the Company has pharmaceutical compounding capabilities, giving it the ability to meet each client's special needs.

Carlos Heath will own and operate the Company. Carlos Heath, Pharm.D, MBA most recently occupied the position as an Overnight Pharmacist for Walgreen's Drug Stores. He served with this national company for almost 10 years. He earned his Doctor of Pharmacy degree from Texas Southern University and his Master of Business Administration Degree from the University of Phoenix.

We at New Dimension Pharmacy believe we are positioned and prepared to handle all of the pharmaceutical needs that may arise at Williamson County. Currently we provide medical supplies and prescriptions to Williamson County Jail via contract # IFB 1604-071 and is prepared to provide more services for a relationship that was established a year ago. We are familiar with how Williamson County operates and therefore ready to make the transition to provide more services smooth and seamless. We believe we can offer competitive prices due to our dual position in the healthcare arena. We function as a pharmacy but we also have a wholesalers' license which allows us to provide medications at reasonable costs to our clients. Again, we have contracts the City of Houston-BARC unit, we fill prescriptions with the City of Houston City Jail via IDIQ and was just awarded a contract with UTMB Correctional Managed Care Unit. We have a reputation of providing excellent customer service and desire to do the same for Williamson County as well.

PROPOSAL SPECIFICATIONS

Williamson County is requesting Proposals from firms to supply Pharmaceuticals and Pharmaceutical Service/Supplies for its County Jail, whose current population is 650 inmates.

Please acknowledge and/or respond to each of the specifications listed below and expound your firm's abilities to meet or exceed these requirements.

1. Proposer agrees and understands that the awarded proposer will be the principal source of supply for pharmaceuticals during the term of the contract. However, Williamson County reserves the right to purchase these products from other sources of supply in case of emergency or when the vendor is out of stock and it becomes necessary for Williamson County to support its immediate operational requirements. We acknowledge Williamson County reserve the right to purchase these products from other sources of supply in case of emergency or when the we are out of stock and it becomes necessary for Williamson County to support its immediate operational requirements.
2. All pharmaceuticals, chemicals, and drugs provided under this contract shall conform to the standards set by the Federal Food and Drug Administration and the latest editions of the US Pharmacopoeia, the National Formulary, or the American Medical Association's publication, New Drugs, where applicable, whether-or-not this is specially indicated in the specification or proposal. In cases of multi-source drug products, names of manufacturers must be listed in the current FDA of approved drug products with therapeutic equivalence evaluations publication. We acknowledge that all pharmaceuticals, chemicals, and drugs provided under this contract shall conform to the standards set by the Federal Food and Drug Administration and the latest editions of the US Pharmacopoeia, the National Formulary, or the American Medical Association's publication, New Drugs, where applicable, whether-or-not this is specially indicated in the specification or proposal. In cases of multi-source drug products, names of manufacturers must be listed in the current FDA of approved drug products with therapeutic equivalence evaluations publication.
3. Supplier must be a licensed Medicaid vendor. We are a licensed Medicaid vendor.
4. Supplier must be an approved pharmacy by the Texas Department of Health/HIV program. We are an approved pharmacy by the Texas Department of Health
5. All products must be packaged in a manner that will afford reasonable protection against moisture and contamination always.
    a. Supplier shall utilize blister packs for dispensing of medications. We acknowledge that we do use blister packaging
    b. Labels shall be affixed to the blister pack and the Medication Administration Record (MAR). Labels shall contain all the necessary information required by law as well as the inmates housing unit and date of birth. **A sample of the blister pack should be included**.
    c. Supplier shall furnish Keep on Person (KOP) medications in approved containers and label them as such. We acknowledge that we will keep on person medications in approved containers acceptable to Williamson County
    d. Supplier shall provide the County with a minimum four (4) medication carts for the dispensing of medications at no additional cost to the County. These carts shall be furnished with locks and keys in order to avoid unauthorized access. We will provide Williamson County will four medication carts at no additional cost.
    e. Supplier shall have ability to provide a stock-medication type inventory. We have and will provide Williamson County with stock-medication type inventory.
    f. Protocols must be updated often to stay abreast of community standards. We acknowledge proctocols will be updated according to Williamson County guidelines.
6. Unless exceptions are made, such as for biological, all shipments of pharmaceutical products,

which incur expiration dates, must have a minimum of one-year dating as ofdelivery.

7. Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

    a. Trademarked items in original unopened package in accordance with the vendor's return goods policy. Vendor shall provide a copy of the return goods policy.

b. Non-trademarked items in original unopened packages, in accordance with the vendor's return goods policy. We acknowledge and is in full agreement with Williamson County.

c. Outdated biological products returned within one year after expiration date. We acknowledge and is in full agreement with Williamson County

d. Any product that arouses questionable physical properties or therapeutic activities. The County reserves the right to return such product to the vendor for credit or immediate replacement. Return of such products shall not require prior notification to the vendor, and shall be returned at the vendor's expense. We acknowledge and is in full agreement with Williamson County

8. The County reserves the right to submit samples of products of doubtful potency or composition to a competent independent laboratory for assay, and in such cases, the cost of such assay will be paid by the supplier if products are found to be below US Pharmacopoeia, National Formulary, or Federal Standards.

9. Final inspection of all products and decision of acceptance or rejection will be made by the County. Final inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in nonconformance with specifications.

10. The County shall be billed monthly. The billing procedures shall allow for separate billing for inmates that are identified as I.N.S. or U.S. Marshall Inmates and that billing should go directly to the respective agency.

11. Separate itemized billing and credit invoices, on-line or computerized program for billing and credits, computerized inventory control in addition to online ordering must be provided and should be used for invoice reconciliation. In addition, the County Jail must be notified via e-mail and/or fax prior to shipment of partial orders. The e-mail or fax must list what item(s) and quantity(s) are not being shipped and when these item(s) will be available for shipment to complete the order.

12. Inventory should be controlled by scanning orders for delivery and return.

13. Supplier shall have the ability to generate the following reports:
    i. Tracking of usage of medications by inmate, specific doctor, or specific medication
    ii. Online invoicing
    iii. Itemized incoming deliveries
    iv. Online credits and online returns
    v. Overall credit % per time period requested
    vi. "Ad hoc" reports

14. A computerized program interface linking the County Jail to the supplier must be available. Provide a detailed description of interface including any software and/or hardware that is required. If software and/or hardware are required, state whether it will be provided by the supplier or must be provided by the County.

15. Supplier shall provide on-site quarterly inspections by a registered Pharmacist at no additional charge upon request by the County.

16. **Evaluation of proposals will be made to the responsive or responsible Pharmaceutical Supplier submitting the overall best proposal, with 40% of the evaluation weighted criteria on having the lowest cost consisting of the current average wholesale price (AWP) minus percent (%) discount plus a dispensing fee (if applicable). Alternative pricing models may**

be considered. The publication used to determine average wholesale price should be provided by each proposer. In addition, 30 % of the evaluation weighted criteria will be on meeting specification requirements, and 30 % of the evaluation weighted criteria on vendor submitted references and vendor experience working with correctional facilities.

17. Proposers overall mark-up prices shall include cost of shipping and delivery of the pharmaceutical item to the designated delivery point and shall not include Federal or State of Texas sales, excise, and use taxes.

18. Proposer shall provide three (3) price list copies plus one original with their proposal.

19. The preferred order method for new prescriptions and refills shall be online, however, orders placed by fax or phone shall be accepted. Additionally, emergency "stat" ordering shall be done by phone.

20. Delivery of all items supplied under this contract shall be made FOB destination. The proposer shall provide next day delivery for all items ordered by 4:00 PM the previous day. Deliveries shall be made Monday through Saturday. Orders received by vendor on Saturday shall be delivered on Monday.

21. Supplier will be required to maintain all records for five (5) years. These records shall be the property of the county.

22. The proposer's representative must be available to respond to all calls from the using county agencies to assist in filling emergency orders, resolving complaints and problems regarding orders and deliveries and the return of goods.

23. The proposer shall provide a local telephone number or a toll-free number from Georgetown, Texas for the placement of calls against this contract and shall provide the name, title, and telephone number of a representative who can be contacted and available to provide around-the-clock, 24-hour, 7-days a week, customer service. Telephone numbers provided for this purpose shall not be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing emergencies and problems.

    i. Name Dr. Carlos Heath, Pharm.D, MBA

    ii. Phone Number 713.263.7680

    iii. Emergency Order Phone Number 832.453.1696

    iv. Fax Number 713.263.7685

24. All orders will be placed through the issuance of a purchase order. The purchase order number must be referenced on all invoices submitted to Williamson County.

25. Williamson County would prefer a vendor with substantial experience working in correctional facilities. Please provide your firm's years of experience in a correction's environment.

Supplier Response Form

PRICE SHEET

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please provide AWP Plus/Minus % Discount in blanks provided below and complete the 2 pages of Drug Brand/Generic price sheets with Per/Capsule-Pill pricing.

Proposer shall provide current Average Wholesale Price (AWP) minus a percentage (%) discount plus a dispensing fee (if applicable).

BRAND NAME MEDICATIONS

Minus Percent (%) Discount 10%

Dispensing Fee (if applicable) 0

GENERIC MEDICATIONS

Minus Percent (%) Discount 65%

Dispensing Fee (if applicable) 0

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
VALPROIC ACID 250MG CAP	n/a	0.25
HYDROXYZINE PAM 50MG CAP	n/a	0.08
BUPROPION 100MG TAB	n/a	0.23
LITHIUM CARB 300MG CAP	n/a	0.09
QUETIAPINE 100MG TAB	n/a	3.20
LACTULOSE 10GM/15 SOL	n/a	0.18
ANTI-DANDRUF 1%	n/a	2.90
HYDROCERIN LOT	n/a	5.50
GERI-MOX SUS	n/a	3.21
DIPHENHYDRAMINE 25MG CAP	n/a	0.30
SUDOGEST 60MG TAB	n/a	0.45
DIPHENHYDRAMINE 50MG CAP	n/a	0.40
AMOXICILLIN 500MG CAP	n/a	0.13
QUETIAPINE 300MG TAB	n/a	10.09
NAPROXEN 500MG TAB	n/a	0.73
AMITRIPTYLINE 25MG TAB	n/a	0.41
TRAMADOL 50MG TAB	n/a	0.54
METFORMIN 500MG TAB	n/a	0.35
HYDROXYZ PAMOATE 25MG CAP	n/a	0.07
POLYETH GLYC 3350 NF POW	n/a	6.50
QUETIAPINE 200MG TAB	n/a	8.40
LISINOPRIL 10MG TAB	n/a	0.64
VENLAFAXINE 75MG TAB	n/a	1.40
HCTZ 25MG TAB	n/a	0.05
BENZTROPINE 1MG TAB	n/a	0.26
METFORMIN 1000MG TAB	n/a	0.94
CITALOPRAM 20MG TAB	n/a	1.74
BENAZEPRIL 10MG TAB	n/a	0.68
TRAZODONE 100MG TAB	n/a	0.75
SMZ/TMP DS 800-160 TAB	n/a	0.71
POLYETH GLYC 3350 NF POW	n/a	8.50
BUPROPION 75MG TAB	n/a	0.51
TRAZODONE 50MG TAB	n/a	0.59
AMLODIPINE 10MG TAB	n/a	.95

PRICE SHEET (CONTINUED)

Provide price <u>per capsule/tablet</u> for the following drugs (brand and generic):

Drug Name	Brand	Generic
QUETIAPINE 300MG TAB	n/a	9.50
ATRIPLA TAB	27.51	n/a
QUETIAPINE 100MG TAB	n/a	3.45
TRUVADA TAB	16.92	n/a
LANTUS 100/ML INJ	268	n/a
QUETIAPINE 200MG TAB	n/a	6.38
DULOXETINE 60MG CAP	n/a	1.52
REYATAZ 300MG CAP	15.65	n/a
OLANZAPINE 20MG TAB	n/a	5.15
COMPLERA TAB	n/a	96.48
OLANZAPINE 10MG TAB	n/a	4.15
QUETIAPINE 400MG TAB	n/a	9.50
LATUDA 40MG TAB	12.01	n/a
BUPROPION 100MG TAB	n/a	0.68
DIVALPROEX 500MG ER TAB	n/a	2.65
ABILIFY 10MG TAB	5.24	n/a
VALPROIC ACID 250MG CAP	n/a	0.54
ISENTRESS 400MG TAB	25.0	n/a
CYCLOPHOSPH 25MG TAB	n/a	6.08
INVEGA 9MG TAB	n/a	8.9
OLANZAPINE 5MG TAB	n/a	2.39
LATUDA 20MG TAB	12.04	n/a
OLANZAPINE 15MG TAB	n/a	5.41
HUMULIN R U-100 U-100 INJ	160.20	n/a
INVEGA 3MG TAB	n/a	5.94
VENTOLIN HFA AER	n/a	62.60
ABILIFY 5MG TAB	n/a	6.24
NORVIR 100MG TAB	9.24	n/a
ADVAIR DISKUS 250/50 AER	389.10	n/a
PROMETHAZINE HCL 25MG SUPR	n/a	6.28
EPINEPHRINE 0.3MG 2-PACK	n/a	300
INVEGA 6MG TAB	n/a	5.94
XIFAXAN 550MG TAB	15.60	n/a
PERMETHRIN 5% CRM	0.88	n/a
PREZISTA 800MG TAB	52.70	n/a

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an

Supplier Response Form

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: WILLIAMSON COUNTY JAIL

Location: SHERIFF'S OFFICE 306 WEST 4TH ST. GI

Contact Name: ABIGAIL DASS

Title: OFFICE SPECIALIST

Phone: 512.943.1370

E-mail ADASS@WILCO.ORG

Contract Date To: JULY 7, 2016

Contract Date From: JULY 7, 2017

Contract Value: $ $18,000

Scope of Work:

We provided medication and medical supplies to this facility.

Reference 2

Client Name: CITY OF HOUSTON-BARC UNIT

Location: 611 WALKER HOUSTON, TEX 77002

Contact Name: LAURA GUTHRIE

Title: PROCUREMENT SPECIALIST

Phone:

832.393.8735

E-mail

LAURAA.GUTHRIE@HOUSTONTX.GOV

Contract Date To:

SEPTEMBER 6, 2016

Contract Date From:

SEPTEMBER 6, 2019

Contract Value: $

$180,923

Scope of Work:

We provide medication and medical supplies for the City of Houston BARC unit.

Reference 3

Client Name:

UNIVERSITY OF TEXAS MEDICAL BRANC

Location:

2 FINANCIAL PLAZA HUNTSVILLE ,TEXAS

Contact Name:

HEDDI BONHAM

Title:

AQUISITION SPECIALIST

Phone:

936.437.6762

E-mail

HABONHAM@UTMB.EDU

Contract Date To:

JULY 5, 2015

Contract Date From:

ONGOING

Contract Value: $

UPWARDS OF $3.7 MILLION

Scope of Work:

We provide medications in blister cards and medical supplies for the residents at this drug

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **newdimensionpharmacy@yahoo.com**

Password *

Save | Take Exception | Close

* Required fields

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

none

2 [x] **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

none

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

[ ] Yes [x] No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

[ ] Yes [x] No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

none

6 [ ] Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

9/16/17

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-261367

Date Filed:
09/15/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Basileia Group, Inc. dba New Dimension Pharmacy
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1708-185
PHARMACEUTICAL SERVICES AND SUPPLIES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
HEATH, CARLOS	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Carlos M. Heath, this the 18 day of September, 20 17, to certify which, witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
RUDY PARRA
Notary Public, State of Texas
Comm. Expires 07-15-2019
Notary ID 124102639

Signature of officer administering oath | Rudy Parra — Printed name of officer administering oath | Notary — Title of officer administering oath

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.3337

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	Dr. Carlos Heath, Pharm.D,MBA
Address of Respondent:	1102 Pinemont Ste.F Houston, Texas 77018
Email:	newdimensionpharmacy@yahoo.com
Telephone:	713.263.7680
Printed Name of Person Submitting Affidavit:	Dr. Carlos Heath, Pharm.D,MBA
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☒	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared Carlos Heath (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, Carlos Heath, (*Name of Signer*) am a duly authorized officer of/agent for The Basileia Group (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said The Basileia Group (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named Carlos Heath

on this the 18 day of September, 2017.

Rudy Parra

Notary Public in and for

RUDY PARRA
Notary Public, State of Texas
Comm. Expires 07-15-2019
Notary ID 124102639

The State of Texas

The County of Harris

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **NEW DIMENSION PHARMACY**

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to its representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Supplier: **NEW DIMENSION PHARMACY**

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: **WILLIAMSON COUNTY JAIL**

Location: **SHERIFF'S OFFICE 306 WEST 4TH ST. GEORGETOWN, TEXAS 78626**

Contact Name: **ABIGAIL DASS**

Title: **OFFICE SPECIALIST**

Phone: **512.943.1370**

E-mail **ADASS@WILCO.ORG**

Contract Date To: **JULY 7, 2016**

Contract Date From: **JULY 7, 2017**

Contract Value: $ **$18,000**

Scope of Work:

We provided medication and medical supplies to this facility.

Reference 2

Client Name: **CITY OF HOUSTON-BARC UNIT**

Location: **611 WALKER HOUSTON, TEX 77002**

Contact Name: **LAURA GUTHRIE**

Title: **PROCUREMENT SPECIALIST**

Phone: **832.393.8735**

E-mail **LAURAA.GUTHRIE@HOUSTONTX.GOV**

Contract Date To: **SEPTEMBER 6, 2016**

Contract Date From: **SEPTEMBER 6, 2019**

Contract Value: $ **$180,923**

Scope of Work:

We provide medication and medical supplies for the City of Houston BARC unit.

Reference 3

Client Name: Location:

UNIVERSITY OF TEXAS MEDICAL BRANCH CORRECTIONAL MANAGED CARE UNIT PLAZA HUNTSVILLE ,TEXAS 77340 **2 FINANCIAL**

Contact Name: Title:

HEDDI BONHAM **AQUISITION SPECIALIST**

Phone: E-mail

936.437.6762 **HABONHAM@UTMB.EDU**

Contract Date To: Contract Date From: Contract Value: $

JULY 5, 2015 **ONGOING** **UPWARDS OF $3.7 MILLION**

Scope of Work:

We provide medications in blister cards and medical supplies for the residents at this drug rehabilitation facility.

Supplier: **NEW DIMENSION PHARMACY**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**	
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.**

	(Complete this section only if the answer to A, B, or C is YES.) This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No
	B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **6. Describe any other affiliation or business relationship that might cause conflict of interest:**
7	**newdimensionpharmacy@yahoo.com**
	Signature of person doing business with the governmental entity — Date
	Signature not required if completing in BIDSYNC electronically.

Supplier: **NEW DIMENSION PHARMACY**

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of **newdimensionpharmacy@yahoo.com**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **NEW DIMENSION PHARMACY**

PRICE SHEET

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please provide AWP Plus/Minus % Discount in blanks provided below and complete the 2 pages of Drug Brand/Generic price sheets with Per/Capsule-Pill pricing.

Proposer shall provide current Average Wholesale Price (AWP) minus a percentage (%) discount plus a dispensing fee (if applicable).

BRAND NAME MEDICATIONS

Minus Percent (%) Discount

Dispensing Fee (if applicable) 0

GENERIC MEDICATIONS

Minus Percent (%) Discount

Dispensing Fee (if applicable)

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
VALPROIC ACID 250MG CAP		
HYDROXYZINE PAM 50MG CAP		
BUPROPION 100MG TAB		
LITHIUM CARB 300MG CAP		
QUETIAPINE 100MG TAB		
LACTULOSE 10GM/15 SOL		
ANTI-DANDRUF 1%		
HYDROCERIN LOT		
GERI-MOX SUS		
DIPHENHYDRAMINE 25MG CAP		
SUDOGEST 60MG TAB		
DIPHENHYDRAMINE 50MG CAP		
AMOXICILLIN 500MG CAP		
QUETIAPINE 300MG TAB		
NAPROXEN 500MG TAB		
AMITRIPTYLINE 25MG TAB		
TRAMADOL 50MG TAB		
METFORMIN 500MG TAB		
HYDROXYZ PAMOATE 25MG CAP		
POLYETH GLYC 3350 NF POW		
QUETIAPINE 200MG TAB		
LISINOPRIL 10MG TAB		
VENLAFAXINE 75MG TAB		
HCTZ 25MG TAB		
BENZTROPINE 1MG TAB		
METFORMIN 1000MG TAB		
CITALOPRAM 20MG TAB		
BENAZEPRIL 10MG TAB		
TRAZODONE 100MG TAB		
SMZ/TMP DS 800-160 TAB		
POLYETH GLYC 3350 NF POW		
BUPROPION 75MG TAB		
TRAZODONE 50MG TAB		
AMLODIPINE 10MG TAB		

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
QUETIAPINE 300MG TAB		
ATRIPLA TAB		
QUETIAPINE 100MG TAB		
TRUVADA TAB		
LANTUS 100/ML INJ		
QUETIAPINE 200MG TAB		
DULOXETINE 60MG CAP		
REYATAZ 300MG CAP		
OLANZAPINE 20MG TAB		
COMPLERA TAB		
OLANZAPINE 10MG TAB		
QUETIAPINE 400MG TAB		
LATUDA 40MG TAB		
BUPROPION 100MG TAB		
DIVALPROEX 500MG ER TAB		
ABILIFY 10MG TAB		
VALPROIC ACID 250MG CAP		
ISENTRESS 400MG TAB		
CYCLOPHOSPH 25MG TAB		
INVEGA 9MG TAB		
OLANZAPINE 5MG TAB		
LATUDA 20MG TAB		
OLANZAPINE 15MG TAB		
HUMULIN R U-100 U-100 INJ		
INVEGA 3MG TAB		
VENTOLIN HFA AER		
ABILIFY 5MG TAB		
NORVIR 100MG TAB		
ADVAIR DISKUS 250/50 AER		
PROMETHAZINE HCL 25MG SUPR		
EPINEPHRINE 0.3MG 2-PACK		
INVEGA 6MG TAB		
XIFAXAN 550MG TAB		
PERMETHRIN 5% CRM		
PREZISTA 800MG TAB		**newdimensionpharmacy@yahoo.com**

Diamond Drugs, Inc.

Bid Contact **Steven M Heidenthal**
proposal@diamondpharmacy.com
Ph 724-349-1111
Fax 724-599-3509

Address **645 Kolter Drive**
Indiana, PA 15701

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1708-185--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**

Supplier Total $0.00

Diamond Drugs, Inc.

Item: **Please attach all documents to this line**

Attachments

Diamond Proposal to Williamson Co TX 20170918.pdf

Williamson TX Bid Sheet.pdf

Letter I · Sample Contract.pdf

Pharmacy 2018.pdf

Wholesale 2018.pdf

RemedyRepack 2018.pdf

Sapphire 20151001.pdf



Pharmaceutical Service and Supplies
Williamson County Jail
Bid 1708-185

September 18, 2017, at 12:00 p.m. PDT

Submitted to:

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
https://www.bidsync.com/bidsync-app-web/vendor/links/BidDetail.xhtml?bidid=2017240

Prepared by:

Diamond Pharmacy Services
645 Kolter Drive
Indiana, Pennsylvania 15701
www.diamondpharmacy.com

Mark J. Zilner, RPh
Owner and
Chief Operating Officer
800-882-6337 x1003 (Phone)
724-349-2604 (Fax)
mzilner@diamondpharmacy.com

Jeff DiGiorgio, RPh
Director of Proposals and
Correctional Business Development
800-882-6337 x1049 (Phone)
724-599-3509 (Fax)
proposal@diamondpharmacy.com

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A. Transmittal Letter (2.3)



LETTER OF TRANSMITTAL

We are submitting a response to Request for Proposal #1708-185, Pharmaceuticals and Pharmaceutical Service/Supplies for the Williamson County Jail due September 18, 2017 at 12:00 pm. Diamond Pharmacy Services has the ability to meet, as well as exceed all services requested and will comply with all contract terms and conditions set forth in this Request for Proposal for award of the contract. This proposal will be valid for a period of ninety (90) calendar days from the deadline for proposal submittals. This proposal will not have an effect on air quality for Williamson County.

Organization and Type of Business
Diamond Drugs, Inc.
dba Diamond Pharmacy Services
645 Kolter Drive
Indiana, PA 15701-3570
Phone: 800.882.6337
Fax: 877-234-7050
Diamond Drugs, Inc. is a corporation
Incorporated in Pennsylvania
Federal Employer Identification Number: 25-1378278

Authorized contact person to contractually obligate the organization, to negotiate contracts for the organization and contact person for clarifications:
Mark J. Zilner, R.Ph.
Owner and Chief Operating Officer
Phone: 800.882.6337 x1003
Fax: 724.349.2604
mzilner@diamondpharmacy.com

Pharmaceutical dispensing and distribution services will be provided from our corporate pharmacy location in Indiana, Pennsylvania.

Mark J. Zilner, R.Ph., Owner & Chief Operating Officer
mzilner@diamondpharmacy.com
Pharmacy Contact

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C. Executive Summary (2.4)

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

Introduction and Approach to Services

Diamond Pharmacy Services appreciates the opportunity to submit this proposal for pharmaceutical services in response to your solicitation. We hope to distinguish ourselves as the most qualified, experienced, and responsive bidder that will best serve the interests of the Williamson County Jail, as Diamond will provide exceptional value through improved operational, clinical, formulary management, technological, and regulatory practices.

If Diamond is awarded a contract pursuant to your solicitation, our focus will be on applying Diamond's 35 years of correctional pharmacy experience to best help the staff and administrators of the Williamson County Jail. Throughout our proposal, we detail our services and capabilities related to your mandatory requirements and scope-of-work specifications. As a true partner to the Williamson County Jail, we wish to work at a deeper level to gain full insight into your current needs and issues. Diamond then effectively aligns our products and services to accomplish the results the Williamson County Jail seeks and expects from a pharmacy vendor.

The sincere and long-term relationships that we have created with our existing clients are a result of our willingness to listen, discuss, and discern the issues that really matter to our customers and then provide timely solutions. We care about the issues our customers experience and the problems they face. We also care about the benefits and gain our customers will enjoy resulting from our collaborative success in addressing those issues and solving those problems. Diamond will always ask, "Are you receiving the services and solutions you need?"

Diamond has worked hard since your last procurement in 2014 on operational efficiencies, clinical innovations, and technological solutions in anticipation of Williamson County releasing this bid for pharmacy services. We have used the information and experience gained on your past procurement to solidify our resolve and we have committed substantial resources over the past several years to strengthen our operations while continuing to grow as a company so at this time we could **provide Williamson County with the best possible proposal and value.**

We realize that medication dispensing and pharmacy program management are professional services, unlike a commodity or product for which solicitations often are decided solely by the lowest price. Your evaluation team has been tasked with the responsibility of analyzing and evaluating proposals to determine the strongest differentiators and best value among bidders. They will focus on factors—such as methodology, best practices, systems, and processes—that most likely have an impact over the long term. Diamond will meet your requirements and exceed your expectations in the delivery of high quality pharmacy services and program management to the Williamson County Jail.

You can count on Diamond, with our **more than three decades of correctional pharmacy experience**, to properly manage your pharmacy program, quickly and effectively deal with the unexpected, and assure compliance with regulatory and accrediting bodies. As you evaluate our proposal, we hope to convey in a clear and concise manner the value provided in selecting Diamond as your pharmacy partner. **With Diamond, you will get more of the results the Williamson County Jail most desires.**

Key Personnel

Mark J. Zilner, RPh—Owner and Chief Operating Officer



As the Owner and Chief Operating Officer of the nation's largest provider of correctional pharmacy services, Mark oversees the Diamond Pharmacy Services Correctional Pharmacy Division. As such, he manages various federal, state, and county contracts. He works closely with our correctional account executives to ensure that our facilities obtain the level of service they deserve. Mark also routinely updates our account executives on enhancements and innovations as they become available.

Mark is involved in the startup and management of new accounts and with the maintenance of current accounts, including cost-containment analyses, formulary development, policy and procedures, production, regulatory affairs, technology, and overall customer satisfaction. He is directly involved in the conversion of new facilities to our pharmacy system, and he remains involved through the entire transition period.

Mark manages all seven of Diamond Drugs locations. In addition to his correctional responsibilities, he also presides over our parent company, Diamond Drugs, and our other subsidiaries including SapphireHealth, RemedyRepack, and InnovaHealth.

Experience/Certifications

- Clinical Pharmacist, 1991-present
- Correctional Pharmacist and Account Executive, 1991-present
- Clinical Consultant Pharmacist, 1991-present
- Member—Pennsylvania State Board of Pharmacy
- Designated Representative—Florida Department of Health, Drugs, Devices, and Cosmetics
- Licensed Pharmacist—Arkansas, Louisiana, Michigan, Nebraska, Pennsylvania, and Tennessee
- Account Executive—Numerous facilities in Arkansas, Louisiana, and Pennsylvania

Responsibilities

- Business development
- Contract negotiations
- Technology initiatives
- Developing and implementing policies and procedures
- Design and management of drug formularies
- Cost-containment studies and analysis
- Production organization and logistics
- Monitoring of market research and pharmaceutical innovations

Education

- Bachelor of Science, Pharmacy—Northeastern University School of Pharmacy, Boston, Massachusetts, 1991
- Clinical Internship—Veteran's Affairs (VA) Boston Healthcare System, Boston, Massachusetts
- MBA Certificate—Indiana University of Pennsylvania (IUP), Indiana, Pennsylvania

Membership

- Previous Board of Directors, Indiana County Chamber of Commerce
- Advisory Board, IUP Center for Family Business
- American Correctional Association Member
- American Jail Association Member
- American Society of Consultant Pharmacists Member
- Previous Executive Board Member, Indiana University of Pennsylvania (IUP) Research Institute

Awards

- Distinguished Alumni Award, Northeastern University School of Pharmacy, 2017
- Finalist, CardinalHealth Ken Wurster Leadership Award, 2016
- Top 100 Organization, *Pennsylvania Business Central*, 2011 & 2014
- Finalist, Governor's ImPAct Jobs First Award, Team Pennsylvania, 2013
- Distinguished Family Business, Indiana University of Pennsylvania (IUP) Eberly College of Business and Information Technology, 2012
- Top 5,000 Fastest Growing Independently Owned Companies, *Inc. Magazine*, 2007–2009
- Innovations Award Winner, Council of State Governments, 2006—based on best economic benefit to state and local governments through pharmaceutical savings
- Top 500 Fastest Growing Independently Owned Companies, *Inc. Magazine*, 2002–2003
- Top 100 People in Business, *Pennsylvania Business Central*
- Largest Private Employer, *Pennsylvania Business Central*
- Employer of the Year, Indiana County Business & Professional Women's Club

Matthew Valasek, RPh, MBA—Director of Pharmacy Operations



Matt started with the company in 1996 and since then has been an integral component in the development of Diamond's IT Department and software programming team. He immediately led several projects. He assumed managerial roles within the first few years of employment and has seen the company grow from a work force of 25 employees to our current staff of over 800 employees. His vision on automation, barcode technology, and workflow management has positioned Diamond to meet the needs and challenges of today's correctional marketplace. He also envisioned the need for a wholesale and repackaging division to meet the needs of our client base and started Diamond Wholesale along with RemedyRepack. Matt continues to play a vital role in Diamond's operational initiatives and continues working with our team to provide leadership in the development of new software/technology/hardware for quality improvement/new business. In addition to providing management oversight to the correctional services division, Matt is responsible for overseeing daily operations, Diamond's IT department, systems development, and new product purchases involving software and automation.

Experience/Certifications

- 10 Years Director of Correctional Services/Director of Technology, 1996-present
- 14 Years total Correctional and Long-term Care Experience
- 10 Years Correctional consulting experience
- 10 Years Nursing home consulting experience
- 5 Years Sales experience
- 3 Years Retail experience
- Licensed Pharmacist— Florida, Pennsylvania, and South Carolina

Education

- Bachelor of Science, Pharmacy—University of Pittsburgh School of Pharmacy, Pittsburgh, Pennsylvania, 1994
- Internship—UPMC Presbyterian, Pittsburgh, Pennsylvania
- Internship—St. Francis Hospital, Pittsburgh, Pennsylvania
- Master of Business Administration, *magna cum laude*—University of Pittsburgh, Pittsburgh, Pennsylvania, 1998

Membership

- American Society of Consultant Pharmacists (ASCP)
- National Community Pharmacists Association (NCPA)

Job Description

- Oversees daily operations for correctional services
- Oversees daily operations for long-term care division
- Oversees pharmacists, nurses, warehouse, data entry technicians, and billing technicians
- Oversees and directs all software development.
- Oversees IT Department
- Oversees Wholesale Division
- Oversees Customer Service Department
- Oversees Director of Correctional Operations

Matthew Catanzaro, RPh—Director of Correctional Operations



Matt is responsible for production areas related to our correctional business. This includes technician and pharmacist staff assigned to work with accounts in addition to general oversight of the systems responsible for daily operations. Matt is also charged with business analysis of expansion of existing software as well as system architecture alterations for said systems where applicable. Systems integration and interfacing has become a necessity in the healthcare industry and as such, Matt has been tasked with a lead role in interface development, installation, and maintenance.

Experience/Certifications

- 10 Years Correctional Experience
- 8 Years Retail Experience

Education

- Graduate, Duquesne University School of Pharmacy, 1995
- Internship, Mercy Hospital of Pittsburgh

Memberships/Awards

- Phi Lambda Sigma, Pharmacy Leadership Society

Job Description

- Ensures that our correctional operation complies with all federal and state laws and regulations related to the practice of pharmacy
- Reviews and administers all changes to pharmacy equipment, operations, and policies
- Maintains responsibility for performance management of pharmacists and technicians, pharmacy quality assurance and process compliance, training and development of pharmacists and technicians, professional licensure of the pharmacy, pharmacists, and technicians, and communication of professional issues to pharmacists and technicians.
- Ensures that the pharmacy is practiced in a safe, lawful, ethical, and professional manner at all times, including prescription processing ,regulatory/inspection requirements, recordkeeping, pharmacy security, and professional licensure of the pharmacy, pharmacists, and technicians
- Keeps updated on industry trends as well as federal and state regulations to ensure compliance
- Maintains membership on the site leadership team and actively participates in business and operational decisions
- Participates in decisions regarding staffing in the pharmacy operation to set the proper level of staffing for the anticipated volume of prescriptions, sets the ratio of pharmacists to technicians to be consistent with state pharmacy law and establishes, documents, and approves the appropriate duties for pharmacy technicians
- Prepares for, implements, and communicates new initiatives and policies to pharmacists and technicians

Matthew D. Risko, RPh, AAHIVP—Director of Clinical Services & Special Projects Manager–Correctional Division



Matt oversees our clinical review services and special projects. Our clinical review services cover formulary, drug utilization-disease state management, and evidence-based medicine—applied to facility drug usage and cost-containment. As a credentialed American Academy of HIV Medicine HIV Pharmacist™ (AAHIVP), Matt is in charge of HIV and Hepatitis C education for Diamond's pharmacists and customers, ensuring that patients are placed on appropriate regimens and protocols. He manages Diamond's 340B program, maintaining oversight of program arrangements as well as Diamond's compliance with 340B guidelines. As Special Projects Manager, he assists in the oversight of our long-term care satellite pharmacy in Reading, Pennsylvania, where he works to ensure operational efficiency and quality. Matt also serves an account executive, responsible for managing the accounts of the Kentucky Department of Corrections and of our largest medical groups. As such, he is a member of their Pharmacy and Therapeutics (P&T) committees.

Experience/Certifications

- 15 Years Correctional Experience
- 5 Years Retail Experience
- HIV Pharmaceutical Care Specialist
- Co-Editor, Diamond HIV Quarterly Journal
- American Academy of HIV Medicine HIV Expert™ (AAHIVE)
- 340B Program Manager
- Long-term Care Pharmacy Management
- Account Executive and P&T Representative—Kentucky Department of Corrections (KYDOC)
- Account Executive and P&T Representative—Corrections Corporation of America (CCA)
- Managing Director—Diamond Pharmacy Services HIV Patient Assistance Program

Education

- Bachelor of Science, Pharmacy—University of Pittsburgh School of Pharmacy, Pittsburgh, Pennsylvania, 1993
- Internship—UPMC Children's Hospital, Intensive Care Unit, Pittsburgh, Pennsylvania
- AIDS Education and Training Program— Pennsylvania MidAtlantic AIDS Education and Training Center & Telehealth AETC Appalachian Project, University of Pittsburgh, Pittsburgh, Pennsylvania
- HIV/AIDS Pharmacotherapy Traineeship—American Society of Consultant Pharmacists (ASCP) Foundation, 2005
- HIV Pharmaceutical Care Specialist Program—University of Buffalo School of Pharmacy, Buffalo, New York
- Annual Hepatitis Symposium—Clinical Care Options
- Annual HIV Symposium—Clinical Care Options

Tammy Conroy, R.Ph, CCHP—Account Executive and Clinical Consultant Pharmacist



Tammy manages and oversees contracts for Diamond accounts in Texas. She personally conducts on-site visits and inspections and serves as an active member of facility P&T, MAC, Executive, CQI, and Formulary committees.

In addition to the daily oversight of pharmacy operations at her facilities, she has successfully introduced and implemented electronic ordering, eMAR, electronic reconciliation, reporting, and medication management systems to her Diamond clients. Her experience covers facilities in all disciplines of correctional pharmacy such as adult detention centers, juvenile facilities, female institutions, mental health treatment units, forensic treatment units, Hepatitis C specialty units, intake centers, and correctional hospital facilities.

Experience has no substitute, and Tammy has the comprehensive knowledge and understanding of the correctional pharmacy industry that will enable her to manage this important account. Her experience as a **Texas licensed pharmacist** will prove to be an invaluable resource your facility.

Experience/Certifications

- 12 Years of Correctional Experience
- 6 Years of Long-Term Care Experience
- 4 Years of Retail Experience
- Distribution/Wholesale Coordinator
- Account Executive
  - ✓ Maine Department of Corrections
  - ✓ New Jersey Departments of Corrections
  - ✓ Several county jail facilities in the state of Texas
  - ✓ Diamond's University of Texas Medical Branch (UTMB) contract

Certifications

- Certified Correctional Health Professional (CCHP), National Commission on Correctional Health Care (NCCHC)

Leadership Experience

- Oversight of daily pharmacy operations in managed facilities, assuring efficient and effective operations
- Implementation of electronic ordering, reconciliation, and medication management systems
- Responsible for maintaining formulary exception and prior authorization processes
- Clinical and financial data analysis and reporting
- Communicates and assesses pharmacy performance metrics
- Medication room inspections
- Responsible for resolution of facility-level issues or concerns
- Identifies areas where system modifications or changes could result in operational improvements
- Collaborates with facility management for regulatory reporting and other projects and outcomes
- Stays abreast of industry and pharmacy practices that can better serve customers
- Provision of educational services to clients

Education

- Graduate, University of Pittsburgh School of Pharmacy

A. Goods and/or Services beyond Those Requested

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

As Diamond's list of value-added services is extensive, we have included detailed information at the end of our proposal, but summary information (as follows) under this Executive Summary.

Advantages from Partnering with Diamond

You will receive the greatest overall value and a full range of pharmaceutical services from Diamond.

What sets Diamond apart in the correctional pharmacy industry?

- Unmatched industry-leading knowledge
  - ✓ 100-plus years of retail pharmacy experience
  - ✓ 47 Years of institutional pharmacy experience
  - ✓ 35 Years of correctional pharmacy experience
  - ✓ 19 Years of correctional pharmacy experience in Texas
- A pharmacy program customized for the Williamson County Jail
- Evidence-based clinical and disease-state management programs
- Lower operational costs and improved patient care
- The most experienced, educated, and responsive in-house clinical pharmacist staff in the industry
- Diamond's numerous pharmacists with specialty training, including:
  - ✓ 30 PharmD pharmacists
  - ✓ 2 Fully credentialed HIV Expert™ (AAHIVE) pharmacists
  - ✓ A Certified Diabetes Educator
  - ✓ An Adverse Drug Reaction Coordinator
  - ✓ Three Compounding Specialists
  - ✓ Two 340B Program Management Experts
  - ✓ An Anticoagulation Specialist
- A highly trained and knowledgeable in-house support staff who work exclusively in the correctional setting to understand your needs and provide specialized services
- A fully-staffed information technology (IT) department and systems development department comprising in-house programmers that allow us to immediately meet programming needs versus outsourcing to third parties
- Superior software programs provided to facilities and corporate staff
- Full-time, personalized customer care as we are open 24/7/365, including access to a regularly scheduled registered pharmacist who will assist your staff in making pharmacological decisions

- Full compliance with federal, state, and local regulatory agencies and accreditation organizations
- Clinical excellence through formulary management, reporting, drug utilization reviews, disease-state management, and therapeutic monitoring
- Technology that enhances the accuracy and timeliness of our operations and yours
- A dependable next-business-day delivery model for routine medication orders, so your medications are on-hand when you need them
- An efficient model for accurate ordering and timely delivery of electronically submitted refills
- A reliable national network of backup pharmacies to supply same-day emergency medications
- An in-house legal and compliance staff, available to provide Diamond customers with immediate consultation
- A comprehensive quality assurance (QA) program and continuous monitoring
- The knowledge of a Texas-licensed pharmacist currently on staff that will also serve as your Account Executive

Diamond's Services Beyond your Bid Requirements and Specifications

Diamond distinguishes itself as a leader and first-mover in the development and advancement all of the above services well beyond the rest of the industry. **We will also provide the following services that are beyond those requested in your invitation to bid.**

- As required in your response to Question 11 of Addendum 1, Diamond will provide Williamson County with a fully functional eMAR solution, which we believe is lacking with the software you currently use, eLinkRx.
- As required in your response to Question 19 of Addendum 1, Diamond's subsidiary RemedyRepack is a FDA-registered repackager, which is a requirement for stock medications to be distributed in 30-count blister card packaging.
- As stated in your response to Question 46 of Addendum 1, you are receiving medication delivery 3 to 4 times per week. Diamond is proposing a 6-day-per-week delivery schedule.
- As stated in your response to Questions 61 of Addendum 1, Williamson County does not have a KOP program in place. We can help establish a program based on industry standards that will decrease the amount of time spent on med pass and allow nursing staff to spend more time on patient care.
- As stated in your response to Question 65 of Addendum 1, a pharmacist is not currently involved the in non-formulary medications review process. Diamond will provide Williamson County with first-line pharmacist-centered non-formulary medication reviews and alternative treatment recommendations to providers and specialists.
- As stated in your responses to Question 79 of Addendum 1, there are no P&T meetings. Diamond will provide quarterly P&T meetings by teleconference or webinar.
- Diamond will provide 24/7/365 telephone consulting.
- Diamond will provide our medications that are eligible for reclamation in true unit-dose blister card packaging to ensure the safety of your patients regarding medication returns.
- Diamond will provide Williamson County with the most comprehensive and actionable reporting within the entire correctional industry through our Online Reporting Program dashboard.
- Diamond will provide 340B program management if we can establish a relationship with a covered entity in your area.

B. Most Qualified Respondent

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

Methodology and Industry Experience

Whether you manage a 10-bed facility or a 10,000-bed institution, a single-county facility or a statewide network covering multiple locations, Diamond customizes our services to fit your needs. We deliver high quality care and attention to your staff, so they in turn can best serve each patient entrusted to your care. Diamond has the experience, expertise, and resources you need.

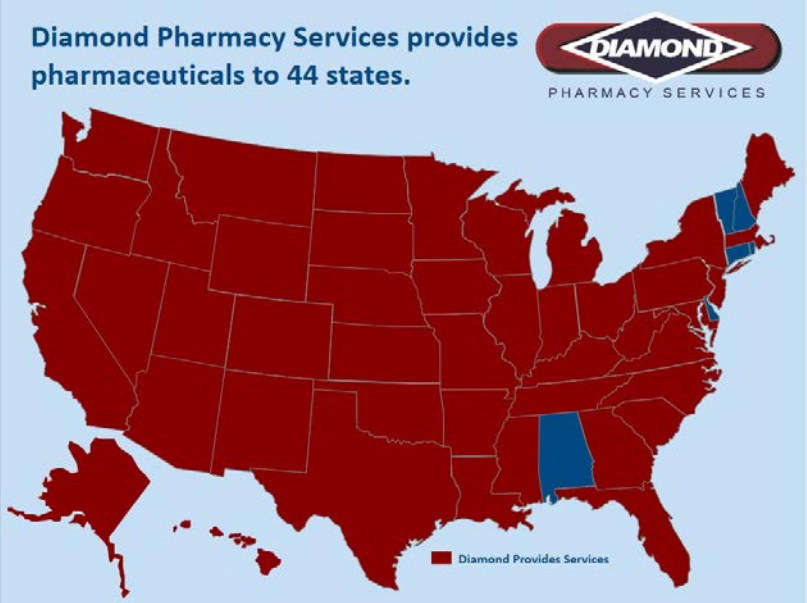
Diamond provides comprehensive pharmacy services and program management to adult detention centers, juvenile justice facilities, female facilities, intake centers, alcohol and drug detox centers, large and small state departments of corrections, as well as privately owned correctional facilities through the nation.

Over the past three decades, Diamond has risen to the forefront of the correctional pharmacy industry through word-of-mouth, excellent pricing, superior customer service, family-based morals and ethics, hard work, a family of dedicated and experienced employees, and the loyalty of our current customer base. We do not take our status for granted. We work hard every day to exceed the needs of our current clientele while striving for continued growth through the hopeful acquisition of new partners such as Williamson County Jail.

While we have grown to become the industry leader, we have never forgotten our principles or our roots as a family-owned and -operated business. With Diamond, you get the operational, clinical, and technological offerings of a large company, along with the caring, compassion, and attention to detail found with a second-generation family-owned business.

Our experienced technicians and Texas-licensed pharmacist account executive will establish a genuine rapport with your staff through their daily interactions. Your facility will benefit from the unique and sincere long-term relationship we create with all of our customers, which truly sets Diamond apart from other correctional pharmacies. High-quality pharmacy care and personalized program support are the hallmarks of Diamond's business model. You will benefit from both when you partner with us.

As you know, in today's business climate, companies often try to develop marketing and organizational strategies for growth. However, **Diamond believes that growth is not a strategy; it is a result of exceptional pharmaceutical services and superior customer service**. Our tremendous growth is evidenced by the sheer number of facilities that have contracted with Diamond in your region and nationwide.



***Current Service Area**. Diamond provides pharmacy services nationwide to correctional facilities in the 44 states shaded in red.*

As the nation's largest correctional pharmacy services provider, Diamond fills over 16 million prescriptions annually. We proudly service approximately 640,000 correctional patients (30% of the nation's inmates) in 44 states in over 1,500 correctional facilities, including over 120 juvenile facilities and 9 statewide Departments of Corrections. In addition, we are Pennsylvania's largest Long Term Care pharmacy provider.

We have been filling prescriptions for inmates in Texas since 1998, and we currently service 77 facilities in the state, ranging in capacity from 22 [the Barbara Culver Juvenile Justice Center in Midland, Texas] to 2,400 [the U.S. Immigration and Customs Enforcement (ICE) South Texas Family Residential Center in Dilley, Texas]. Our experience provides us with a comprehensive understanding of all applicable federal, state, and local laws, rules, and regulations, including those promulgated by the Texas Board of Pharmacy. We support the Texas Jail Association (TJA), the Sheriffs' Association of Texas, and the Texas Chief Deputies Association.

Diamond offers professional comprehensive pharmaceutical services for all prescription and over-the-counter (OTC) medications, compounds, and intravenous (IV) solutions, as ordered by your designated prescribers. We also offer exceptional value through our clinical management and technology solutions that will meet your current needs and position your facility for future enhancements. We label, package, and dispense all medications for stock distribution or patient-specific dispensing in full compliance with all current and anticipated federal, state, local, and department laws, rules, regulations, and provisions, or in their absence, trade and industry best practices and standards.

History of Innovation

Diamond has a long history of innovation and we are recognized as the industry's first mover. Many of the standards and operational aspects that are taken for granted by most jails and prisons were introduced by Diamond over the past 35 years. We are a pharmacy partner that adapts and can change as the need arises.

- We were the first to have web-based online reporting, so you have 24/7/365 access to accurate and meaningful medication and patient information.
- We were the first to utilize, as well as develop, our own online ordering and eMAR software
- We were the first to have an electronic reconciliation program, electronic medication return and credit processing, and electronic inventory management.
- We were the first to offer credit on returned medications and we are the only pharmacy provider fully vested in **true unit-dose blister card packaging** that ensures the safety of your patients by tracking the lot number and expiration date on returned medications that are eligible for reclamation.
- We were the first pharmacy to seek and obtain Joint Commission-accreditation.
- We were the first and to our knowledge, the only pharmacy to seek and obtain Verified-Accredited Wholesale Distributor (VAWD) accreditation which reflects the highest standards for stock distribution to correctional facilities.
- We were the first pharmacy to offer blister card packaging.
- We are the only industry pharmacy with the foresight to be a licensed wholesaler and a registered repackager to ensure regulatory compliance with FDA standards —at our expense, not yours
- We were the first pharmacy to offer formulary management and alternative treatment recommendations to customers
- We were the first industry provider to utilize pharmacists to manage our accounts – and we still do as a means to provide the greatest value regarding your pharmacy management program

Your facility's patients will always receive high-quality pharmacy care, and your staff will receive the program support they need by partnering with Diamond. We provide a full array of clinical, operational, and consulting services that will allow you to enjoy a level of service that is second to none.

We also understand you are looking for pharmacy provider that will:

- Provide innovative clinical and formulary management solutions
- Provide a comprehensive approach and methodology to scope of work requirements
- Display a high level of character, integrity, judgment, and efficiency
- Have a stellar industry reputation and extensive industry experience
- Have strong financial resources
- Comply with the required delivery schedule
- Display an excellent record of performance from references provided
- Keep your facility in full regulatory compliance
- Provide the greatest overall value to the County through competitive pricing, quality, and services and optimize solutions that meet or exceed the needs of Williamson County

C. Meeting the County's Needs and RFP Requirements

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

Our strengths can be summarized in five basic core competencies that are critical for superior correctional specific pharmaceutical program management that we call the Diamond 5Cs. They are Customer service, Clinical services, Computerization, Compliance with regulations and accreditation bodies, and Cost control. Our bid details each of these core strengths and clearly shows the levels of experience, knowledge, and expertise that we have gained over the past 35 years in the correctional pharmacy industry that will be shared with your facility and staff.

We also believe that critically important for Williamson County is partnering with a pharmacy vendor that:

- Provides undeniable value
- Listens to your needs
- Provides you with real and timely solutions when issues or questions arise
- Wishes to be a long-term partner with your facility
- Can apply over 35 years of expertise and knowledge gained in the correctional pharmacy industry to better help you achieve your goals and fulfill your mission of patient-centered and evidence-based pharmaceutical care

Pharmacy Services

COMPLETE PRODUCT LINE—Pharmaceuticals, OTCs, IVs, vaccines, hematologicals, compounds, medical supplies, respiratory supplies, commissary, and all related supplies are available at the most competitive prices.

SIMPLE ORDERING—Facility staff can order online through our free, web-based proprietary Sapphire CPOE system or auto fax orders to our facility using a toll-free number.

EMERGENCY DELIVERY—Diamond will arrange for a local backup pharmacy for emergency prescriptions in addition to providing on-site emergency stock.

SECURITY—All orders will be signed for when delivered and tracked by Diamond. A detailed packing slip with item listing and pricing will be enclosed to ensure accountability

COMPETITIVE PRICING—Due to our large volume and efficiencies, we are able to offer competitive pricing on prescriptions and medical supplies.

CREDIT ON RETURNS—Due to our unit-dose blister card packaging, we are able to offer credit on full or partial blister cards returned, meeting all state and federal guidelines.

JOINT COMMISSION—Diamond is the first, and to our knowledge the only, national correctional pharmaceutical supplier accredited by The Joint Commission. This accreditation covers Pharmacy Dispensing Services, Clinical/Consultant Pharmacist Services, Long Term Care Pharmacy Services, Home Medical Equipment Services, IV Therapy Services, and Respiratory Services. The Joint Commission is the highest level of accreditation typically found only in hospitals.

FORMULARY IMPLEMENTATION AND MANAGEMENT—Diamond will enforce a drug formulary to further reduce costs. We will assist in the continued development and compliance of the formulary by jointly formulating and controlling a drug list with the physicians, which will greatly reduce drug expenditures. We will be an active member of your P&T committee.

MEDICATION ADMINISTRATION RECORDS (MARs)—Diamond will provide electronic MARs monthly for each patient, charting documentation of medication administration.

MONTHLY REPORTS—Diamond offers over 300 different types of computer-generated monthly management reports. You may choose from these reports, or we will customize reports which best meet your department's specific needs. We are also offering a web based program so reports may be generated easily by your staff.

MEDICATION ROOM REVIEW SERVICES—A clinical pharmacist will inspect each medication room on site, where required by law or accreditation, to verify compliance of all procedures and provide all documentation of inspection.

IN-SERVICE—Our clinical staff of pharmacists and nurses will provide in-services on a wide variety of pharmacy topics during our reviews.

CONSULTING—Diamond's hours of operation are 24 hours a day, 365 days a year; therefore, our pharmacists are available continuously to answer questions regarding medications or other questions.

COMMITTEE PARTICIPATION—A licensed clinical pharmacist will serve as a member of your department's Pharmacy & Therapeutics and Quality Assurance Committees, CQI meetings, and other required meetings.

PRESCRIPTION MONITORING SERVICES—Our clinical pharmacists will thoroughly screen the patients' profiles to ensure safe and therapeutic medication administration.

COMPLIANCE—We will follow the guidelines of your department, facilities, the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), the American Jail Association (AJA), the Department of Corrections, The Joint Commission, The Controlled Substances Act and he Texas Board of Pharmacy, to keep your facility in compliance.

VIDEO LIBRARY—We have an extensive video library of over 300 tapes and DVDs on various health-related topics, including drugs and disease states that may be viewed by your facilities and returned.

STARTER PACKS—We will provide stock blister cards or bulk of certain oral solid medications needed for immediate administration. Stock will be packaged by a licensed repackager, which is a requirement to obtain stock in blister cards **and a requirement of your invitation to bid**.

EMERGENCY DRUG KIT (EDK)—We will provide kits or crash cart stock of certain injectable medications required to alleviate pain, treat infection, modify dangerous behavior, or preserve life.

POLICY AND PROCEDURES MANUAL—We will maintain and update an extensive policies and procedures manual to your facility. We will assist in further developing, implementing, and monitoring procedures for safe and effective ordering, distribution, control, and use of medications.

MEDICAL SUPPLIES—We carry a complete line of medical equipment and supplies at the most competitive pricing, making Diamond a one-stop shop for your convenience,

SOFTWARE—Diamond offers a proprietary web-based software application, Sapphire eMAR, which provides a professional, easy-to-use, innovative medication order entry system. As a homegrown system, it offers many benefits such as the following:

- Not being locked into a system through a contract
- Diamond taking full responsibility of product and support
- Diamond making necessary modifications to software through one of our on-site programmers and IT professionals
- One point of contact versus use of multiple vendors to provide solutions
- eMAR integration that is specifically designed to work with our pharmacy applications
- Ability to interface with other electronic health record (EHR) systems to complement our order entry and eMAR system
- Customization to meet your needs and specifications. Not being forced into a “cookie cutter” product that would require fees for upgrades and enhancements that are standard with Sapphire
- A product we offer to our customers free of charge if submitting all orders to Diamond via the Sapphire system and when purchasing all medications from Diamond

Sapphire eMAR also is a paperless electronic medication administration record that enables your nursing staff to efficiently administer and track all medication administration functions. This software has extensive capabilities and is a significant upgrade to paper MAR programs. **We offer Sapphire at no charge** when your facility transmits all orders using the system and when your facility purchases all medications from Diamond.

Diamond’s Sapphire eMAR medication management system will save you and your staff a significant amount of time. This software eliminates the end-of-month MAR changeover because all medication ordering and changes are automatically updated throughout the month. Several of Diamond’s facilities have experienced at least a 50% reduction in med pass time and have eliminated the time devoted to monthly MAR changeovers. With Sapphire eMAR, reviewing MARs for accuracy or arranging them in new binders at the end of every month is simply unnecessary.

D. Proposal Response to Criteria

Proposal Specifications

Williamson County is requesting Proposals from firms to supply Pharmaceuticals and Pharmaceutical Service/Supplies for its County Jail, whose current population is 650 inmates.

Please acknowledge and/or respond to each of the specifications listed below and expound your firm's abilities to meet or exceed these requirements.

1. Sources of Supply

1. Proposer agrees and understands that the awarded proposer will be the principal source of supply for pharmaceuticals during the term of the contract. However, Williamson County reserves the right to purchase these products from other sources of supply in case of emergency or when the vendor is out of stock and it becomes necessary for Williamson County to support its immediate operational requirements.

Diamond acknowledges that we will be the principal supplier of pharmaceuticals for the Williamson County Jail, should the County award us the contract. We recognize that the County reserves the right to purchase these products from other sources of supply in case of emergency or when Diamond is out of stock and supporting the immediate operational requirements of Williamson County becomes necessary. We will work closely with Williamson County to establish local backup pharmacies for the procurement of emergency medications and provide the backup pharmacy with an electronic mechanism to invoice the medication costs and any delivery fees if applicable.

Diamond's prescription volume and the diversity of our customers require us to maintain a large inventory of prescription and over-the-counter (OTC) medications. **Items are rarely out of stock.**

We receive regular next-day shipments from our pharmaceutical wholesalers. We base our inventory on reporting volume and usage trends, which allows us to have adequate products available for our customers. If we experience a medication shortage, we can borrow medications from one of our two retail pharmacies or from our local pharmacy network, which consists of retail and hospital pharmacies.

Diamond's on-hand inventory and purchasing power simply cannot be matched in the correctional pharmacy industry. This is very important to note, as many medications that other pharmacies would not stock typically are readily available from Diamond simply due to the sheer number of prescriptions we dispense each day as well as due to our additional satellite locations and the nursing home population we also service.

Inhalers, injections, IV medications, REMS medications, vaccines, biologicals, HIV medications, Hepatitis C medications, and numerous others are in our routine daily inventory. **Because Diamond accurately and reliably dispenses 16 million prescriptions annually, we typically have the medication in stock when you place your order so your patients can begin therapy without additional delays.**

2. FDA and USP Compliance

2. All pharmaceuticals, chemicals, and drugs provided under this contract shall conform to the standards set by the Federal Food and Drug Administration and the latest editions of the US Pharmacopoeia, the National Formulary, or the American Medical Association's publication, New Drugs, where applicable, whether or not this is specially indicated in the specification or proposal. In cases of multi-source drug products, names of manufacturers must be listed in the current FDA of approved drug products with therapeutic equivalence evaluations publication.

Diamond acknowledges that all pharmaceuticals, chemicals, and drugs provided under this contract shall conform to the standards set by the U.S. Food and Drug Administration (FDA) and the latest edition of the United States Pharmacopoeia and The National Formulary (USP-NF), which is accessible at www.uspnf.com/uspnf/login The drugs provided under this contract also shall conform to standards set and published by the American Medical Association (AMA), where applicable, whether or not this is specifically indicated in the specification or proposal. If the drug is multi-source, we will provide products that are listed in the most current Orange Book: Approved Drug Products with Therapeutic Equivalence Evaluations, which is published by the FDA and accessible at www.accessdata.fda.gov/scripts/cder/ob/.

3. NDAs & ANDAs

3. Supplier must hold approved New Drug Applications (NDA) or Abbreviated New Drug Application (ANDA) for all products.

Diamond provides drugs that have been the subject of an approved New Drug Application (NDA) and provides generic drugs that have been the subject of an approved Abbreviated New Drug Application (ANDA).

NDAs and ANDAs do not apply to suppliers of drugs. These documents would be on file with the drug's manufacturer. As Diamond is a drug supplier and not a drug manufacturer, we would not hold NDAs or ANDAs, not would any other pharmacy bidder.

In accordance with your responses to questions in Addendum 1, our understanding is that this specification was designated as N/A.

4. Medicaid Licensure

4. Supplier must be a licensed Medicaid vendor.

Diamond is a licensed Medicaid vendor in the Commonwealth of Pennsylvania (License# 100730225 0004). We bill Medicaid prescriptions in all states that permit out-of-state pharmacies to do so. Texas does not permit out-of-state pharmacies to bill Medicaid. If the need does arise to bill a Medicaid claim, these will be processed locally by one of our contracted backup pharmacies; however, in our experience, Medicaid does not cover incarcerated individuals and your response to questions indicated that no Medicaid claims have been billed in the past 12 months by your incumbent provider.

5. HIV Program

5. Supplier must be an approved pharmacy by the Texas Department of Health/HIV program.

The Texas HIV Medication Program (THMP) distributes medication to eligible clients through a statewide network of participating pharmacies, as described on the Texas Department of State Health Services website (www.dshs.state.tx.us/hivstd/meds/pharmacy.shtm). Only pharmacies located in Texas can be a THMP participating pharmacy. However, AIDS Drug Assistance Program (ADAP) Coordinator Duane Haught previously informed us that, by order of the State Attorney General, THMP approved pharmacies are no longer permitted to provide HIV medications through the Texas Department of State Health Services to county jails.

Diamond is a full service provider of pharmacy services and will fill any orders for HIV medications as written by your providers.

6.a. Blister Packaging

6. All products must be packaged in a manner that will afford reasonable protection against moisture and contamination always.
a. Supplier shall utilize blister packs for dispensing of medications.

Blister Cards

Prescription and non-prescription solid, orally administered medications are dispensed in our tamper-proof USP 30-count unit-dose blister cards.

Our blister cards provide a specialized filling system for safe, efficient, and cost-effective medication distribution. They also provide a sanitary delivery system compared with bulk bottles, multi-dose baggies, and vials. Such multi-dose systems can become contaminated with repeated opening and closing. Nurses enjoy the protection, accountability, and ease of delivery offered by blister cards.

Diamond also saves money for facilities that are permitted to have first-dose and prescription starter stock by distributing legend stock in 30-count blister cards, as inventory can be controlled more closely.



Diamond's Color-Coded Blister Cards. *To differentiate drug categories and reduce diversion, Diamond uses different colored cards. Legend and over-the counter (OTC) items are packaged in blue blister cards, and controlled substances, tramadol, and pseudoephedrine products are packaged in red blister cards.*

With Diamond, you do not need to purchase large volume and expensive stock bottles. Other pharmacies, which may not use the services of an FDA-registered repackager for stock repackaging into 30-count blister card, significantly increase your inventory dollars and expose your facility to potential regulatory compliance concerns.

Diamond has dedicated the resources necessary to ensure regulatory compliance when providing your facility with FDA-approved, true unit-dose stock packaging. However, not all pharmacies submitting a proposal to your evaluation team may have done so. **We encourage your evaluation team to check with your in-house legal counsel prior to awarding a contract.**

Other Packaging

Diamond also can provide medications in original manufacturers' pill bottles, conventional prescription bottles, stock cards (where allowable), and numerous other systems (upon request and at separately negotiated rates).

Quantity Dispensed

Routine maintenance medications are dispensed in a 30-day supply unless otherwise requested. Acute medications, such as antibiotics and pain medications are dispensed in the quantity as written by your clinicians, but not in excess of a 30-day supply per dispensing.

Discharge Medications

Discharge medications are dispensed to your facility in the quantity requested. Unless requested otherwise, all discharge medications are dispensed in childproof containers. These medications are labeled appropriately with all directions and auxiliary warning labels, in full compliance with all applicable regulations. For impromptu and immediate discharges, medications can be provided by a local backup pharmacy in your immediate area.

Over-the-Counter Medications

Over-the-counter (OTC) medications are sent to your facility in the original manufacturers' bulk packaging, except when the prescriber orders the medication for an individual patient or when prohibited by law or board regulations. If not sent in bulk, these medications are dispensed in blister cards or in prescription bottles, as requested.

Liquid Medications

Liquid medications are provided in unit-of-use containers, as written. Eardrops and liquids are provided in the original manufacturers' containers or are repackaged from their original glass containers into plastic, if requested and when permitted by the FDA.

Creams and Ointments

Diamond provides creams and ointments in the original manufacturers' containers or in plastic jars, if requested and when permitted by the FDA.

Intravenous Medications

Intravenous (IV) mixtures are shipped compounded, labeled, and ready-to-administer, or are dispensed in Baxter MINI-BAG Plus packaging for easy self-mixing on-site, upon request by the facility.

Unit-Dose Advantage

✓ True unit-dose blister card packaging is one way that Diamond separates itself from the rest of the industry and is critical for our customers who expect to safely obtain and maximize credits on returns.

At Diamond, we package, label, and dispense medications in a manner that allows us to accept medications for return while protecting the safety of your patients and minimizing waste. One of the goals of every solicitation is to save money and minimize waste; only Diamond can do that through our commitment to unit-dose blister card packaging on medication eligible for reclamation and credit.

As you are well aware, any pharmacy can issue credit on returned medications according to their own policies and procedures. However, not all pharmacies handle medications safely once the medications are returned. For a pharmacy to process a returned medication safely for reclamation, the pharmacy must ensure that their packaging system is true unit-dose. **Simply labeling the top of the blister card with the medication's lot number and expiration date is not true unit-dose packaging**. A true unit-dose system has the back of each individual bubble of the blister card eligible for reclamation labeled with the medication's name, strength, lot number, expiration date, and manufacturer. Packaging systems that do not label each individual bubble of the blister card with this information do not typically allow for the reuse of the medication in accordance with most, if not all, individual state statutes and/or boards of pharmacy rules and regulations.

Your evaluation team knows that a pharmacy providing credit on returned medications but not reusing the medications loses money on the returns. If that pharmacy reuses the medications despite using a packaging system other than a true unit-dose system, that pharmacy likely is acting in violation of board of pharmacy regulations **and putting the patients of the Williamson County Jail at risk** of receiving expired or recalled medications. Please realize the potential exposure of your facility to negative media attention and potential lawsuits that would require additional Williamson County Jail financial resources to adjudicate.

In providing value to your facility, Diamond believes that preserving the lot number, expiration date, and sanitary condition of each individual bubble of the blister pack on medications eligible for reclamation is critical when a medication is returned. Some other pharmacies, however, may remove medications from returned cards and then repackage and re-dispense the medication, which violates most state board of pharmacy regulations. **Such vendors cannot guarantee the integrity of the dispensed tablets, the lot number, or the expiration date of the medication because the medication returned by their facilities around the country does not remain in the original intact bubble packaging**. The medication may then be mixed into a large manufacturer's stock bottle and subsequently redispensed to patients, including yours.

Your responses to questions were surprising in that they indicated you may not be receiving true unit-dose blister card packaging, which may be compromising the safety of the inmates entrusted to your care.

If the medications dispensed to your facility have not been properly preserved in the intact unit-dose bubble of the blister card if/when returned by a facility in another part of the country, and then they are redispensed to your patients, the strong possibility exists that you may be administering expired or recalled medications to your patients.

We strongly urge you to identify how all bidders are accounting for medications returned by their customers around the county, so that you can ensure the safety of your inmates receiving medications.

Most pharmacy vendors do not want to commit the necessary financial and personnel resources to properly label each individual bubble of their blister cards. Proper labeling would comply with regulations and ensure the safety of your patients, should the patients be given re-dispensed medications. **During the evaluation process, please ask bidders to detail their step-by-step process for reclaiming medications returned in partial blister cards. Should the Williamson County Jail lose the ability to obtain credits on medications returned in partial blister cards, this would quickly become a tremendous financial burden to your facility and your taxpayers**.



True unit-dose blister card packaging *occurs only if a pharmacy vendor labels every individual bubble of the blister card with the medication's name, strength, NDC number, manufacturer's name, lot number, and expiration date on medication blister cards eligible for reclamation and credit.*

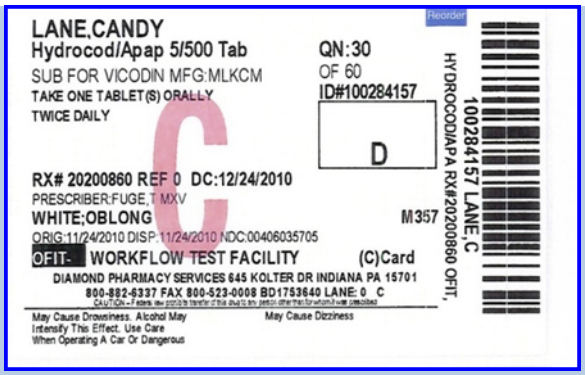
Simply labeling the front or top of a blister card with this information would NOT be considered as unit-dose dispensing.

6.b. Blister Packaging

b. Labels shall be affixed to the blister pack and the Medication Administration Record (MAR). Labels shall contain all the necessary information required by law as well as the inmates housing unit and date of birth. A sample of the blister pack should be included.

Medication Labeling

Each prescription is properly dispensed and labeled as patient-specific or stock, in full compliance with all federal and state laws, rules, regulations, and provisions. Each label includes the information required by the solicitation as well as the information listed below. Labels and as patient drug monographs can be provided in English as well as Spanish.



- Original date
- Dispense date
- Discontinue date (stop date) and/or refill information
- Medication expiration date
- Date on refill label, indicating when medications may be refilled
- Pharmacy name and address
- Dispensing pharmacist's initials
- Inmate name
- Inmate identification number (upon request)
- Cellblock (if applicable)
- Prescriber name
- Prescription number
- Route and times of administration
- Directions for use (Spanish available upon request)
- Medication name and strength
- Medication imprint, shape, and color for proper identification
- Generic interchange information
- Quantity dispensed
- Manufacturer's name
- Lot number
- Dosage form
- Cautions and alerts

Warning Labels

For safe and effective medication use, warning/auxiliary labels are placed on appropriate prescriptions. The labels describe cautions, warnings, potential interactions and reactions, and dietary instructions. Examples of warning/auxiliary labels include “take with food,” “may cause drowsiness,” and “shake well.”

Labels for Controlled Substances

Controlled substances, which are packaged in red blister cards for easy identification, are marked with a large red letter “**C**” if in Schedules III-V (C3, C4, and C5) and with two red letter “**C**”s if Schedule II (C2) to allow further differentiation by your staff.

Refill Labels

Part of the medication label is a barcode label with a peel-off refill tab, which is printed in clear, large type. The tabbed refill labels are supplied on every medication order. Each refill tab contains the patient's name and number, medication name, quantity, number of refills, prescriber, prescription number, and date the next refill is due. The information enables the nursing staff to properly identify the information on each reorder tab.

Medications are easily refilled by peeling the tab off the prescription label and placing it on a refill form. The form can then be faxed to Diamond or scanned into our free web-based electronic reordering system that is described in detail later in our proposal.

Unique Card Identification

Only Diamond, to our knowledge, provides a unique identifier on each prescription label to account for every piece of product dispensed or distributed to your facility. Without this unique barcode identifier, investigating and reporting any mishandling, diversion, or inappropriate prescribing of medication would be very difficult.

Diamond created and applied a unique barcode technology for our pharmacy many years ago, resulting from a need we identified for a specific customer. This customer was concerned that members of their nursing staff were possibly attempting to divert narcotics. Due to our success in eliminating the diversion issue at this facility, the decision was made to apply this technology companywide for all Diamond-dispensed medications.

An example of this technology follows. If your medical provider prescribes 90 tablets of Acetaminophen/codeine #3 and we dispense the prescription using three 30-count blister cards, Diamond can accurately report to the facility to the card level that all three were received and we can also provide to you from which specific card of the three the nurse administered the dose during a med pass. Most other pharmacies can provide accountability based only on one arbitrary prescription number of 90 tablets from their pharmacy, **which does not provide any level of accountability** for all of the doses received and then administered.

This capability, which we believe is **exclusive to Diamond**, is e**xtremely critical for medication reconciliation and accountability**, and is yet another way Diamond adds value that the rest of the industry cannot.

The unique barcode technology applied in the pharmacy labeling software by Diamond has assisted in numerous diversion investigations, site-specific questions on medication disappearance, continuous quality improvement (CQI) inquiries, and medication event aversions. It also has served as an auditing tool for facility budgetary and financial personnel.

6.c. KOP Medications

c. Supplier shall furnish Keep on Person (KOP) medications in approved containers and label them as such.

Keep-on-Person (KOP) Program

Many of our correctional clients realize the financial and operational value provided when a keep-on-person (KOP) program is properly administered and maintained. Less time is required by your staff on medication passes, inmates benefit by participating in their care, nursing is not inundated with tracking refill requests, and less financial resources are wasted on medications simply because an inmate does not wish to show up at a medication line.

Diamond has years of experience coordinating and consulting clients regarding KOP or self-medication systems. If your facility operates a KOP system, Diamond works in conjunction with your facility staff to help coordinate the KOP program. If your facility does not have a program, we will work with your staff to develop policies and procedures to meet your program goals for this initiative.

Our electronic ordering software enables your facility to customize KOP preferences at the point of order entry, and our dispensing software allows Diamond to monitor and enforce program compliance. During the med pass our paperless eMAR software indicates the medications that should be administered as KOP, provides accurate recordkeeping, and reminds staff when an inmate is due for a refill so that overutilization and underutilization do not occur. The software also properly records the administration based on the medication's order as prescribed by you clinicians.

6.d. Medication Carts

d. Supplier shall provide the County with a minimum four (4) medication carts for the dispensing of medications at no additional cost to the County. These carts shall be furnished with locks and keys in order to avoid unauthorized access.

Medication Carts

Diamond provides locking medication carts for the secure storage, transportation, and administration of all medications and supplies based on your facility's size and number of patients serviced.

Our carts are top-of-the-line, durable, lightweight, and narrow for easy maneuverability throughout correctional facilities. Our carts contain:

- Three blister card drawers
- A 3-inch high drawer (for the storage of topicals, ophthalmic medications, etc.)
- A separate, locked narcotic box
- Convenient features such as an extension table, an attached cup holder, an attached MAR holder, and a trash receptacle, when requested

Diamond's locked narcotic box meets all U.S. Drug Enforcement Administration (DEA), State Board of Pharmacy, and State Board of Nursing requirements related to the provision of a double-locked storage area.



*Diamond provides **locking medication carts** for the secure storage, transportation, and administration of all medications and supplies based on your facility's size and patient population.*

Medication carts vary in size, style, and options based on availability at the beginning of or throughout the agreement. Medication carts are provided on loan at no additional cost for the duration of the agreement when the facility orders all medications from Diamond. We provide maintenance and parts for your carts, and we will replace the carts when necessary.

Our licensed pharmacists, who are consultants with decades of correctional pharmaceutical experience, will review your medication cart configuration and make suggestions regarding the arrangement of your medication cart and distribution system.

6.e. Stock Medication

e. Supplier shall have ability to provide a stock-medication type inventory.

Emergency Drug Kits

Diamond provides lockable emergency medication kits, stat boxes, and starter kits (where permitted by law) that contain oral and injectable medications used for immediate administration to alleviate pain, treat infections, modify dangerous behavior, and preserve life.

- Medication quantities are determined in conjunction with your facility medical director.
- All contents are listed on the sealed, lockable kit along with the medication expiration dates.
- Accountability sheets in each kit or cabinet are used to document inventory, administered doses, and destruction.
- Diamond inventories the kit during inspections to verify that medications are not expired or missing.
- For facilities with controlled substances in their emergency kit, Diamond provides prescription order forms in the emergency box so providers can write orders to account for used medications.

Emergency IV Starter Kit

To meet the emergency IV medication needs of each facility, we propose that your facility have an emergency IV starter kit with hydrations, tubing, Baxter MINI-BAG antibiotics, and ancillary supplies so IV medications can be started immediately. These items would be maintained in the same manner as those in your emergency kit, and Diamond would replenish used items from each kit daily. We have deployed IV starter kits to numerous facilities and have found them to be a valuable resource. Onsite IV medications also will decrease costly hospital admissions.

Emergency Stock Cards

So you can immediately administer medications when necessary, Diamond carries a complete line of prescription and over-the-counter (OTC) medications that are packaged to meet your emergency first-dose stock requirements. Prior to contract initiation, we work with your medical director to establish sufficient stock inventory based on your current medication protocols, formulary medications, and historically used amounts.



Cards for administration of emergency stock can be provided by diamond.

Appropriate stock quantities are maintained using the following process:

- Diamond develops a customized order form that lists all the stock items your facility uses. Each form contains a list of the items with complete descriptions and package sizes. When your staff needs to order medications using the form, they simply indicate the quantity needed next to each item, sign the form, and submit the order to Diamond. If you use our Sapphire system, you will use an electronic stock form in the Sapphire platform (detailed later in our proposal).
- Within 3 months of contract inception, Diamond will have sufficient reportable data housed in our pharmacy system to assist your facility in developing par levels to better manage your inventory.
- We recommend that only one or two individuals have “ownership” of stock ordering so that access to medication is limited to authorized personnel, excessive quantities are not ordered, duplicate orders are not submitted by multiple personnel, and medications are kept secure at all times.
- For greater accountability of stock medications, the facility will have access to Diamond’s free electronic order reconciliation program. Your staff can use this system to scan your order upon receipt so they can account for all stock medications, prevent diversion, and prevent loss of inventory.

Stock Accountability

A system of accountability is very important. To reconcile all stock doses, Diamond strongly recommends that staff use inventory flow sheets or a stock binder/book to record and document each dose administered from a stock card. When stock is depleted, facility staff transmits the completed accountability sheet to Diamond to reconcile doses. Medication can be reordered as needed by submitting the peel-off reorder label or the stock order forms to Diamond by fax or electronically. Our system of accountability complies with all National Commission on Correctional Health Care (NCCHC) patient safety standards and American Correctional Association (ACA) guidelines. **If you use our Sapphire system, stock administrations are electronically tracked for accurate documentation of administered doses (which we believe is not possible with your current system, eLinkRx).**

Stock Diversion Prevention

To differentiate medications while preventing diversion, over-the-counter (OTC) and legend items are packaged in blue blister cards, and controlled-substance medications are packaged in red blister cards. To further help reduce diversion, Diamond requires that both the prescriber and a member of the nursing department sign any order forms for stock controlled-substance medications before they are distributed.

Compliance in the Provision of Stock Medications

Providing stock medications, particularly in blister cards, requires your pharmacy vendor to be licensed as a wholesaler in Texas or to subcontract the services of a wholesaler in Texas and requires your pharmacy vendor to use the services of an FDA-Registered Repackager. Diamond is a licensed wholesaler in the Commonwealth of Pennsylvania and the State of Texas, and our subsidiary company RemedyRepack is a Registered Repackager.

This status is very important, as all correctional facilities have some degree of prescription emergency or starter stock on hand in blister cards or bulk bottles for first-dose requirements so they do not need to rely on expensive purchases from local pharmacies in your immediate area. Failing to partner with a vendor that is properly licensed may subject the Williamson County Jail to fines and possible disciplinary action. We use RemedyRepack, one of Diamond's wholly owned subsidiaries and an FDA-registered repackager, for prescription stock medication that is distributed in 30-count blister cards, as required by law.

✓ Diamond's status as a licensed wholesaler and our use of an FDA-registered repackager—at our expense—is one of the many ways that Diamond separates itself from the competition and helps ensure your compliance with regulatory agencies in the provision of stock medication.

For many years, Diamond had subcontracted repackaging services to outside vendors to strictly comply with federal and state regulations. However, subcontracting had increased our internal operational costs and decreased our efficiency, as we were dependent on the repackager's pricing schedule and timelines for these services. To better serve our customer base and to continue strictly adhering with regulations, company owners decided to invest the financial and personnel resources to establish a repackaging arm from the ground up within Diamond.

The cost of medication repackaging is absorbed by Diamond—no additional cost is passed on to our customers. Diamond keeps you legal at our expense. Enhanced regulatory compliance is one of the many value-added services provided by Diamond.

6.f. Protocols

f. Protocols must be updated often to stay abreast of community standards.

Protocols and Reports

Diamond provides disease-state management protocols for chronic illnesses such as diabetes, hypertension, psychiatric, cardiovascular disease, asthma, chronic obstructive pulmonary disease (COPD), and HIV upon request. The protocols include approved therapies and cost-effective pharmaceutical guidelines.

Diamond can generate automated reports and email them to facility personnel. The reports can list inmates on medications that cause heat sensitivity or photosensitivity or that require adjustments in cases of liver or renal failure. We also provide reports on medications that are due to expire in 10 days (both formulary and non-formulary), hour-of-administration (HOA) reports, lists of inmates scheduled for court appearances and their medications which could be missed, HIV therapy reports, electronic release reports, and a multitude of reference materials to assist your staff in all clinical aspects of their daily operations.

7. Expiration Dates

7. Unless exceptions are made, such as for biological, all shipments of pharmaceutical products, which incur expiration dates, must have a minimum of one-year dating as of delivery.

Diamond will provide medications with a minimum expiration date of 1 year unless the product has less than 1-year dating due to pharmacokinetic properties or conflicts with Prescription Drug Marketing Act (PDMA) guidelines that strictly dictate the allowable expiration date that can be provided on repackaged stock blister cards. Some examples of items that may have less than 1-year dating would include biological products, biotechnology products, hormonal compounds, blood factor products, and hematological products. At all times, Diamond will provide products with the maximum allowable shelf life.

8. Exchanges and Credits

8. Items meeting the following criteria shall be exchangeable or creditable at the contracted price.
a. Trademarked items in original unopened package in accordance with the vendor's return goods policy. Vendor shall provide a copy of the return goods policy.
b. Non-trademarked items in original unopened packages, in accordance with the vendor's return goods policy.
c. Outdated biological products returned within one year after expiration date.
d. Any product that arouses questionable physical properties or therapeutic activities. The County reserves the right to return such product to the vendor for credit or immediate replacement. Return of such products shall not require prior notification to the vendor, and shall be returned at the vendor's expense.

Credit on Returns

In 2016, Diamond provided $18 million in credit to our customers.

Due to the rising price of medications and the costs resulting from inmate turnover and medication changes, Diamond realizes the importance of issuing credit on returned medications and offers credit on returned medications where permitted by law or regulation in accordance with our policy below.

Medication returns are processed using Diamond's free web-based electronic reconciliation program. The program tracks medications that are returned to Diamond using scanned barcodes. The process is simple and the uses the following steps:

- When you are ready to return medications for credit, your staff opens that function in the reconciliation program dashboard.
- Your staff scans the label on each medication you are sending back to Diamond for credit.
- Our system captures the information, stores it perpetually, and provides you with an electronic record of all items processed under that particular medication return session.
- The data can be exported to Excel, and you can print a hard copy document for your records if you wish and print a copy to serve as your medication return packing slip.
- Each month, we can electronically send our credit report to your facilities in Excel.
- You can compare our credit report to your electronic file that lists your returned medications.

Each individual barcode label on product dispensed by Diamond has a unique identifier embedded in the barcode. This is important because it allows your financial wing to have **100% accountability to the blister-card-level** when medications are returned for credit. A unique identifier on each label virtually eliminates diversion. By electronically handling all medication returns, your facility has an audit trail of all medications returned to Diamond.

We are offering credit on oral solid medications in full and partial blister cards at 100% of the actual acquisition cost of the medication at the time of dispensing less a ninety-five cent processing fee per returned card. There are no card-value dollar minimums in order for a medication to be eligible for return and credit.

Diamond offers credit on full and partial blister cards. Over 70% of returned cards are partial cards.

Acting as your partner in helping reduce waste and costs, when and where permitted by the State Board of Pharmacy and the U.S. Food and Drug Administration (FDA), Diamond offers credit on oral solid medications in full and partial blister cards returned to us, provided the medications:

- Remain in their original sealed blister packs
- Have been stored under proper conditions
- Are not defaced and have not been adulterated
- Are not within 3 months of expiration
- Are packaged with one full unit per bubble
- Have not been released to the inmate population or labeled/dispensed as “keep on person”
- Are not controlled substances
- Have not been billed to a private insurance, Medicaid, U.S. Marshals Service (USMS), U.S. Immigration and Customs Enforcement (ICE), 340B, or other third party

Diamond is responsible for shipping costs for all returned medications and provides your facility with prepaid preaddressed FedEx Package Returns Program (PRP) or UPS Authorized Return Service (ARS) labels. These labels are simply affixed to the return box, which is handed to express delivery personnel during their normal pickup/delivery to your facility.

Controlled-substance medications and opened partial stock medications cannot be credited in accordance with federal regulations. Credit is issued on medications based upon the professional judgment of a Diamond pharmacist. Credit will not exceed the current market value per dose of medication eligible for return. Liquids, injectables, topicals, medications dispensed in vials, and inhalers will not be eligible for credit. Oral solid medications returned in a sealed manufacturer’s bottles will be eligible for credit in accordance with the aforementioned policy. Blister cards that are dispensed with half tablets or with more than one single unit per individual bubble of the blister card are not eligible for return. Oral solid medications dispensed as Brand Medically Necessary or Dispense as Written will be credited at the acquisition cost of the generic equivalent. Returns received at Diamond during the term of the contract by the 15th day of each calendar month will be credited on the next invoice for that calendar month. Credit memos will be deducted from payment of the oldest outstanding invoices. Medications ineligible for credit will not be returned.

9. Testing of Products

9. The County reserves the right to submit samples of products of doubtful potency or composition to a competent independent laboratory for assay, and in such cases, the cost of such assay will be paid by the supplier if products are found to be below US Pharmacopoeia, National Formulary, or Federal Standards.

Diamond acknowledges the County's right to test products believed to be of doubtful potency or composition and agrees to pay the cost of the assay should a product be found to be below U.S. Pharmacopoeia, National Formulary, or Federal standards. We also request that the results of such testing be provided to Diamond, in case further action is required on our behalf to report such incidents to the manufacturer and the FDA.

10. Final Inspection of Products

10. Final inspection of all products and decision of acceptance or rejection will be made by the County. Final inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in nonconformance with specifications.

We acknowledge the specifications listed this section and we agree to comply where applicable.

11. Monthly Billing

11. The County shall be billed monthly. The billing procedures shall allow for separate billing for inmates that are identified as I.N.S. or U.S. Marshall Inmates and that billing should go directly to the respective agency.

Invoices are printed individually. We directly bill for each inmate under another jurisdiction such as:

- U.S. Immigration and Customs Enforcement (ICE)
  - ✓ Note: As of March 1, 2003, most U.S. Immigration and Naturalization Service (INS) functions were transferred from the U.S. Department of Justice to three newly established components of the new Department of Homeland Security (DHS): the U.S. Citizenship and Immigration Services (USCIS), ICE, and U.S. Customs and Border Protection (CBP).
- U.S. Marshals Service (USMS)
- U.S. Bureau of Prisons (BOP)
- Other counties

With Diamond's direct third party invoicing, the cost of the respective medications are removed from your budget so you immediately realize cost savings.

Diamond directly invoices medical assistance, private health insurance, AIDS Drug Assistance Programs (ADAPs), federal agencies [such as U.S. Immigration and Customs Enforcement (ICE) and U.S. Marshals Service], or other sources of payment whenever a patient is eligible and when information is provided to Diamond at the time of dispensing.

Diamond will work with the facility to establish a liaison that can provide third party insurance information prior to the dispensing of prescription orders. If this information is available, then Diamond will attempt to bill the claim to the third party on your behalf. Medication claims not paid within 60 days become the responsibility of the facility.

USMS Billing

Diamond is a Heritage Health Solutions participating pharmacy and has been a preferred pharmacy partner with Heritage Health Solutions since January 2010. We have worked with them since their inception in 2005. In fact, Diamond has closely worked with Heritage to implement their National Managed Care Contract Pharmacy Program at over 100 sites across the country. We have a full and comprehensive understanding of their operations and procedures, and we are extremely confident that we can exceed the service requirements expected by your facility in working with Heritage Health Solutions.

Prescriptions submitted by these sites for U.S. Marshals Service (USMS) detainees are noted as such by the facility, and Diamond routes these appropriately for online adjudication and reimbursement. Our third party billing department monitors these claims daily for any rejections or outstanding non-formulary medications; and we handle these claims directly with the Heritage Health Solutions customer service department.

We have a pharmacist assigned directly to the Heritage account to best service USMS detainees' needs, and we have developed a very strong relationship because of our commitment to Heritage.

12. Electronic Invoices

12. Separate itemized billing and credit invoices, on-line or computerized program for billing and credits, computerized inventory control in addition to online ordering must be provided and should be used for invoice reconciliation.

In addition, the County Jail must be notified via e-mail and/or fax prior to shipment of partial orders. The e-mail or fax must list what item(s) and quantity(s) are not being shipped and when these item(s) will be available for shipment to complete the order.

Invoicing

Diamond invoices a minimum of once a month, but can invoice you more frequently upon request. Each invoice details all charges for the current month, any unpaid balances, and any credits issued in the current month. Customized invoice reports are available.

Invoices include the contract number and/or purchase order number. Each line item contains a prescription number, inmate name and identification number, medication name and strength, quantity dispensed, price, date the prescription was dispensed and prescriber name. Data within the invoice is sorted according to your preferences, such as by inmate/patient name, medication name, medication category (psychotropic, HIV, etc.), dispense date, prescriber, and cost.

Payment terms are net 30 days. Payment shall be made by check or wire transfer to Diamond within thirty days of receipt of invoice. A finance charge of one and one-quarter percent per month will be charged on all amounts received thirty days past the end of the billing cycle. Invoices are formatted as Excel spreadsheets, and you can obtain them electronically by download from our sFTP site or by hard copy.

Diamond will notify the County Jail by email, fax, or our web-based electronic reconciliation program prior to shipment of partial orders. We will list what items and quantities are not being shipped and when these items will be available for shipment to complete the order.

Credits are individually listed with the amount of credit for each item. Diamond provides a printout of all issued credits, alphabetized by patient name and including prescription number, date, medication name, quantity returned, and amount of credit issued. Diamond also invoices sites for any backup and delivery charges in an itemized format.

Shipping Manifest

Every medication shipment contains a detailed computerized delivery manifest listing patient name and identification number, prescription number, medication name and strength, manufacturer, quantity dispensed, date dispensed, facility name, and price. If you need additional information on the delivery manifest, we make every effort to accommodate your request.

Controlled-substance medications are packaged in a separate bag containing its own delivery manifest, which minimizes diversion potential.

If an ordered item is not part of the current shipment, the item and the reason for its absence (such as ordered too soon to fill, ordered past cut date, non-formulary medication) are clearly indicated on the exception report section of the delivery sheets. For sites reconciling their orders electronically, this information is automatically included in Diamond's reconciliation program and can be reviewed daily. Any shortages are corrected within 24 hours.

Items that require action by a nurse or medical provider before shipment can be reviewed before the order ships from Diamond, allowing your facility to be proactive and preventing medication delays.

13. Inventory Control

13. Inventory should be controlled by scanning orders for delivery and return.

Electronic Delivery Reconciliation & Inventory Management

✓ Our free, web-based electronic order reconciliation system is one of the many ways Diamond separates itself from the competition.

Diamond was the first to provide customers with electronic order reconciliation and electronic medication return processing. Your facility can proactively manage your medication orders with Diamond's electronic delivery reconciliation and inventory management system. Additionally, electronically tracking and reconciling your daily medication orders as well as returns/credits will help your staff minimize the diversion of received and returned medications. A comprehensive user manual is provided that details every aspect of the program's functionality.

Reconciliation Process

With our reconciliation program, you can view your daily order to see what medications cannot be shipped as it builds during the day. Reasons why an item might not be shipped include: the refill being ordered too soon, the medication not having any remaining refills, the medication being on manufacturer's backorder, and an order needing non-formulary approval.

For order reconciliation, the process works as follows:

- Each day as your orders are received at Diamond, the medications move through Diamond's workflow management system until they are prepared for shipping.
- Each medication is assigned a prescription number and a unique identifier that is embedded in the barcode label.
- When a medication is processed through the final workstation, our electronic reconciliation program will start tracking that medication.
- As your daily shipment builds at Diamond, the prescription numbers and identifiers are fed into the reconciliation program.
- Once your order is completely filled, the medications are shipped to your facility.
- When your order arrives at your facility the next day, a staff member uses his secure user ID and password to login to the system to access the reconciliation process.
- Your staff member scans each medication's barcode until the entire delivery is reconciled.
- At the end of the process, the system generates a report that lists all medications billed to your facility and notes any exceptions from your actual reconciliation at your facility.

Resolving Shortages and Exceptions

If a medication is not scanned into the system, it is listed on an exception report. Any shortages are resolved within 24 hours of order reconciliation. If no action is taken by your staff within 24 hours, a Diamond supervisor calls your facility with follow-up actions to close out any exceptions.

Electronic Invoices

Each month, Diamond can provide your invoices electronically in Excel. You can use the invoice to compare the items Diamond billed to your facility with the items you electronically reconciled (scanned) when received at your facility. Any exceptions are reported to our billing department for immediate follow-up and resolution.

Medication Return Process

The medication return process also uses scanned barcodes and works the same as the reconciliation process.

- When you are ready to return medications for credit or disposition, your staff opens that function in the reconciliation program.
- Your staff member scans the label on each medication you are sending back to Diamond for credit or disposition.
- Our system captures the information, stores it perpetually, and provides you with an electronic record of all items processed under that particular medication return session.
- The data can be exported to Excel, and you can print a hard copy document for your records if you wish.
- Each month, we can electronically send our credit report to your facility in Excel.
- You can compare our credit report to your electronic file that lists your returned medications.

By electronically handling all medication reconciliation and returns, your facility has an audit trail of all medications received at the facility and a complete accountability of all medications returned for processing and disposition.

Data Storage

The system records the user scanning each item and the exact date and time each item is scanned to acknowledge receipt of that item and provide documentation. All reconciliation and return information (including prescription number, date shipped, and medication name) is stored perpetually in our system to allow users to easily search all reconciled medications.

Advantages over Manual Reconciliation

Our electronic system has many advantages over manual reconciliation. Because each authorized user accesses the system using a unique and secure user ID and password and each reconciliation session is captured electronically, you will know who reconciled each order. Barcode scanning allows data to be entered easily, but users also can manually enter data if they choose.

14. Reports

14. Supplier shall have the ability to generate the following reports:

i. Tracking of usage of medications by inmate, specific doctor, or specific medication
ii. Online invoicing
iii. Itemized incoming deliveries
iv. Online credits and online returns
v. Overall credit % per time period requested
vi. "Ad hoc" reports

Standard Reporting

Analyzing monthly utilization, formulary management trends, medication expenditures, clinical service metrics, polypharmacy information, and your clinicians' overall prescribing habits is critical for properly managing your budgetary dollars as well as for ensuring proper care and maximizing positive patient outcomes. Both the facility and administrative levels need accurate and dependable reporting, where data is presented in a user-friendly and easy-to-understand format.

Diamond, the longest tenured and most experienced provider in the industry, has gained a wealth of knowledge over the past three decades developing reports that are accurate and meaningful, informative, and tailored to meet the specific needs of our customers. The high quality and useful features of our reports have resulted from **our willingness to listen to our customers for suggestions and ideas** regarding data that is most helpful for their daily operation. We collaborate with prescribers, nurses, and administrators to develop additional reports that provide information based on your operation's specific needs.

Your facility will have access to over 300 standard reports/charts, **and we will provide all of the reports indicated in this requirement**. However, Diamond can customize and create reports to meet your facility's specific needs. Data fields include patient name, inmate/patient number, correctional facility, provider name, date of service, prescription number, medication name, medication class, medication strength, quantity dispensed, number of days supplied, and drug cost. Basic, ad hoc, requested, and customized reports are all provided at no additional cost.

Ad Hoc Reports

In addition to our standard monthly, quarterly, and annual reports, Diamond provides ad hoc reports upon request. Most ad hoc reports are provided within 1-2 business days, depending on complexity. However, reports requested by your security staff to help search for diverted medications usually can be provided in less than an hour.

Presentation

Your reports can be provided in hard copy or electronically in Microsoft Excel. Diamond presents statistical data visually so you can easily recognize usage, trends, and outliers with a quick glance at the reports.

Compliance

All reports are provided, maintained, and disposed of in compliance with all federal and state laws and department policies and procedures including Health Insurance Portability and Accountability Act (HIPAA) regulations.

Examples of Diamond Standard Reports

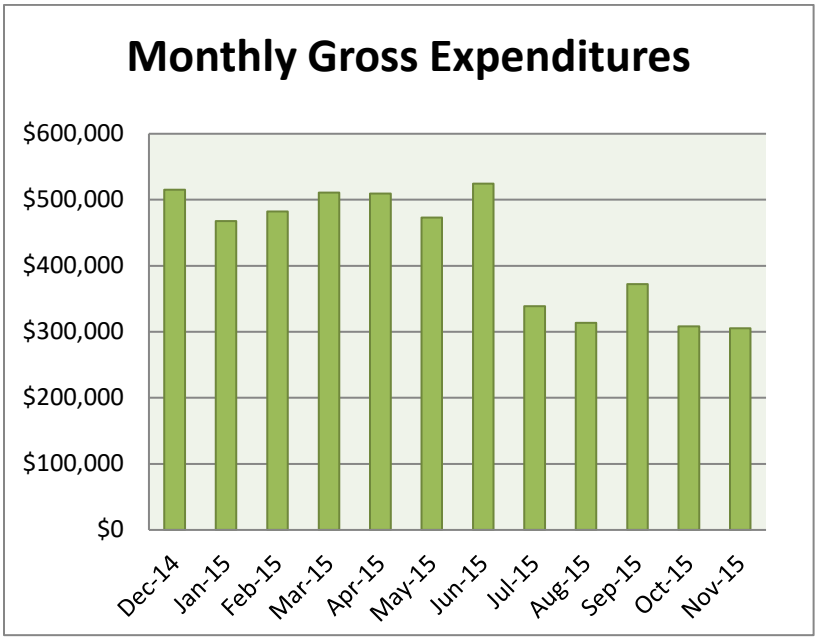
Examples of Diamond's Standard Reports	
Patient Census	Number of inmates who received medical care that month
Total Monthly Costs	Gross cumulative monthly total of Diamond's invoices to your facility (includes all stock and prescription medications, formulary and non-formulary drugs, health-care supplies, and the costs of any STAT deliveries)
Total Monthly Costs Less Credits	Gross cumulative monthly total with deductions for credits issued for returned medications, healthcare supplies, etc.
Total Monthly Cost Per Patient Less Credits	Net invoiced cumulative monthly total costs divided by the number of patients who received care that month
Total Non-Formulary Prescription Orders	Number of non-formulary orders shipped to your facility each month
Non-Formulary Costs	Number of non-formulary prescriptions you received and cumulative monthly spending for these medications

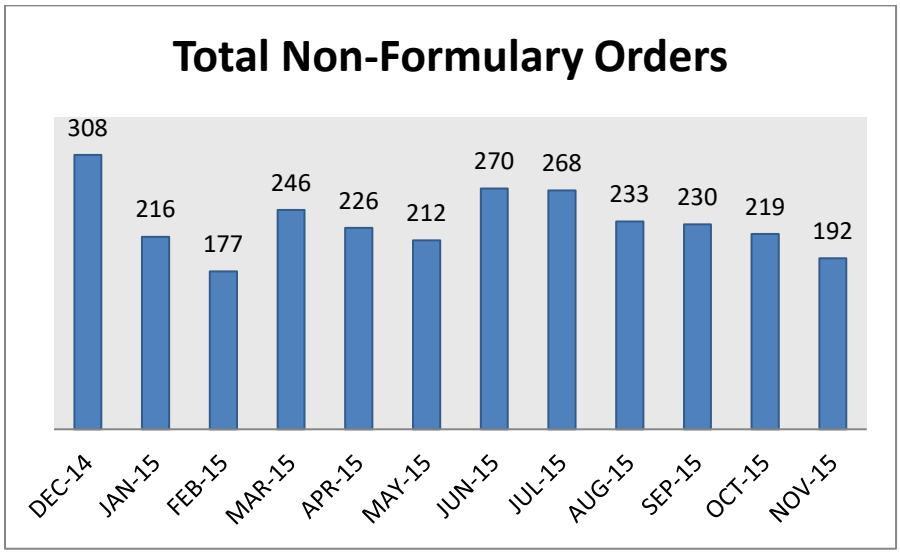
Examples of Additional Diamond Reports

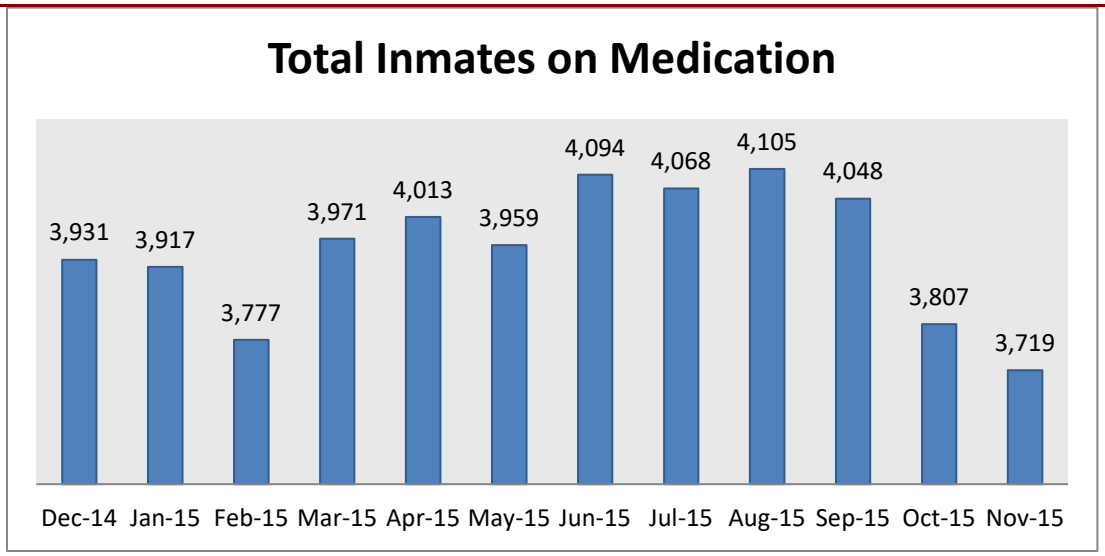
Examples of Diamond Reports that Help Manage Costs and Improve Patient Care		
General		
Detailed patient profiles	Computerized medication administration records (MARs)	Side effects and medication interactions
Medication therapeutic classification	OTC medications	Brand vs. generic details
Medications by drug name, physician, therapeutic class, control status, etc.	Continual controlled substances inventory and dose count	
Utilization/Usage		
Medication utilization report	Monthly medication usage per inmate	Number of prescriptions per inmate
Percentage of inmates on medications	Monthly psychotropic usage report	Percentage of inmates on particular classes of medications such as controls, psychotropics, etc.
Patient medication allergy and medication interaction alerts	Patients on medications known to produce adverse side effects when exposed to high temperatures or the sun	High to low usage by quantity dispensed by medication, psychotropics, and OTCs
	Usage (psychotropics, HIV, controlled substances, etc.)	
Ordering/Dispensing		
Medications and quantities ordered	Number of doses dispensed	Total doses dispensed per inmate
Number of new and refill prescriptions dispensed	Formulary vs. non-formulary medications dispensed	Management data, including medications ordered, processed, delivered, and disposed
Monthly refill reminders	Notification of medications reordered too soon	
Costs		
Medication cost summaries	Top 10 most expensive patients	Cost-containment recommendations
Invoices containing medication name, national drug code (NDC), and average wholesale price (AWP)	Itemized credit report showing prescription details and credits for returned medications	High to low usage by dollar amount of formulary and non-formulary dispensed medications

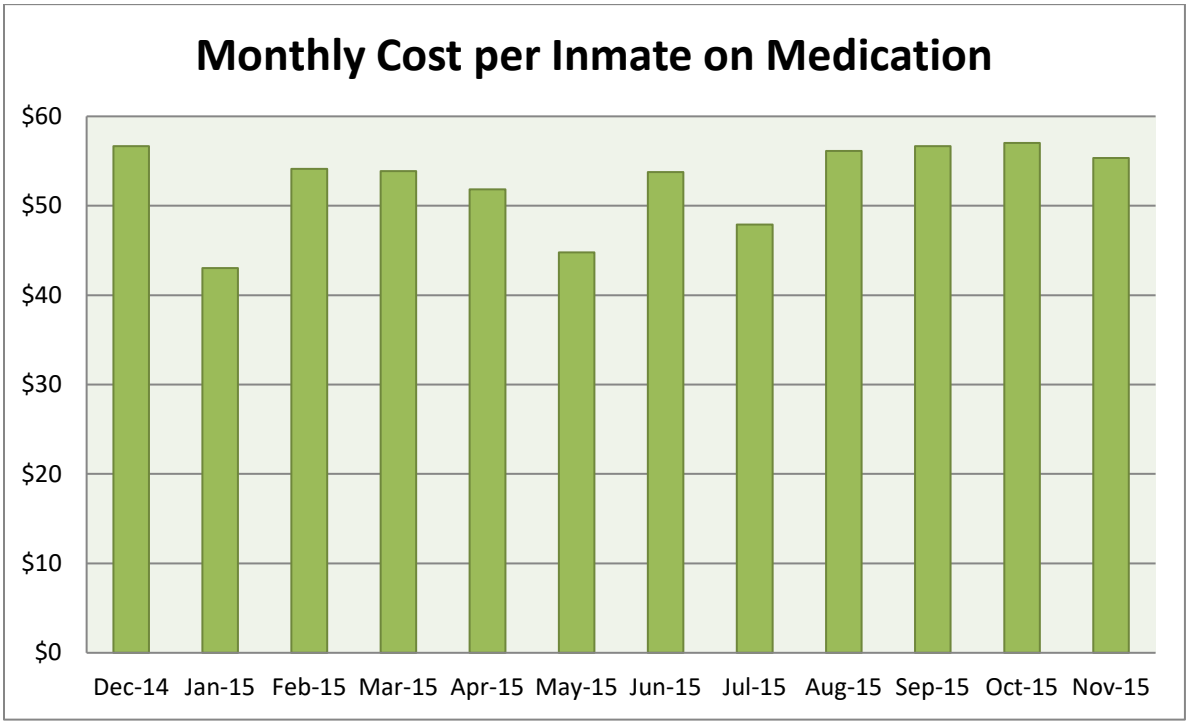
Report Examples

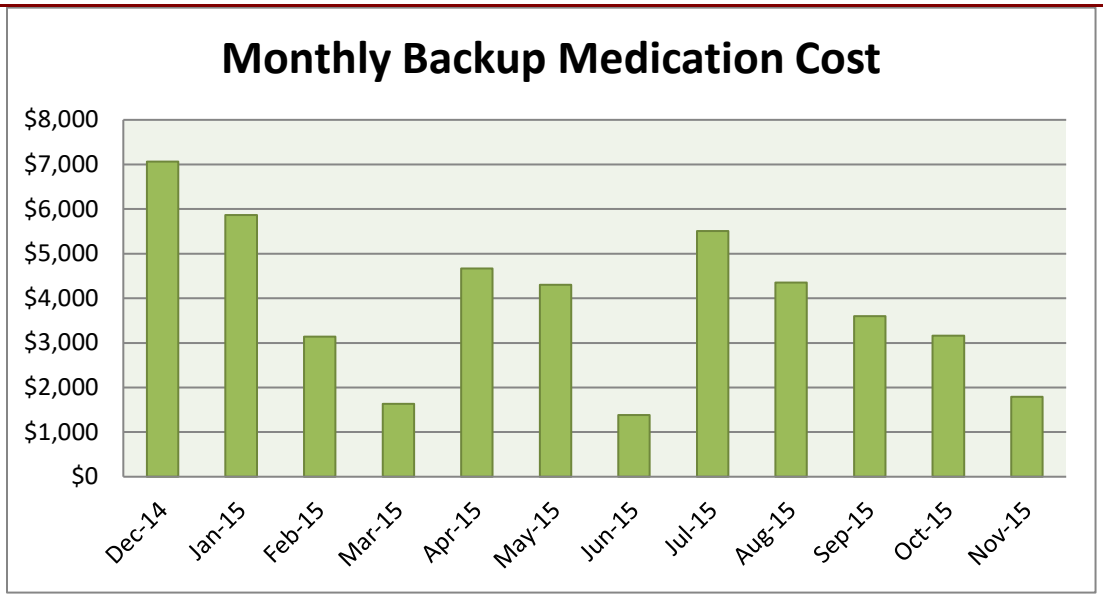
The samples reports in this proposal represent only a small sample of Diamond's commonly requested reports. Diamond sets the industry standard in terms of reporting capabilities and the value provided to our customers through our commitment to accurate and meaningful reports.





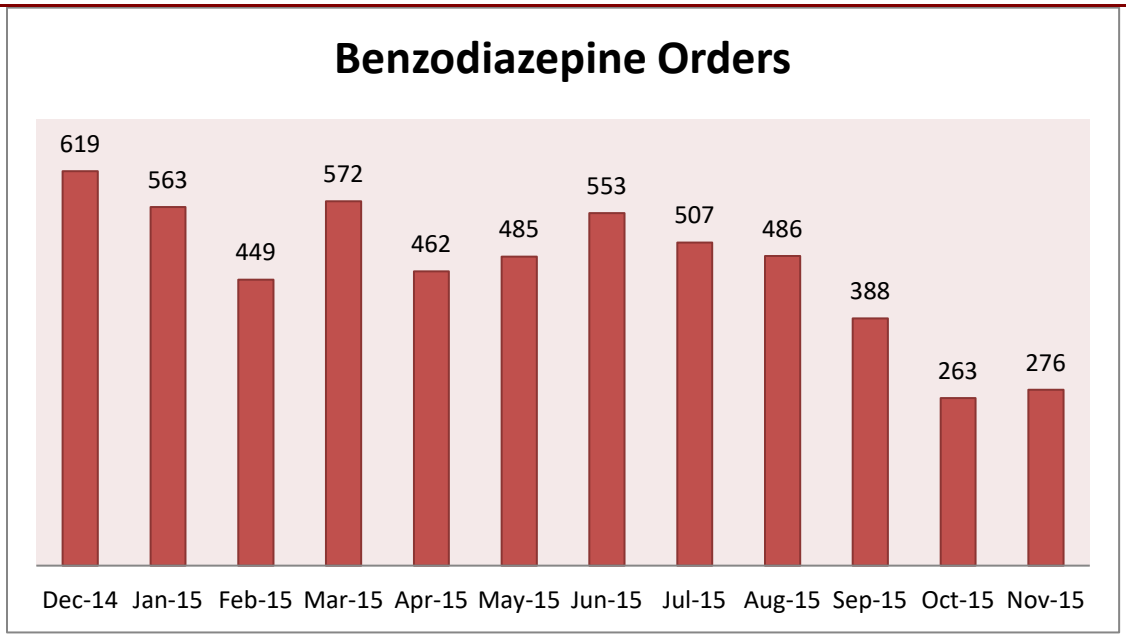

Total Inmates on Medication
3,931
3,917
3,777
3,971
4,013
3,959
4,094
4,068
4,105
4,048
3,807
3,719
Dec-14
Jan-15
Feb-15
Mar-15
Apr-15
May-15
Jun-15
Jul-15
Aug-15
Sep-15
Oct-15
Nov-15

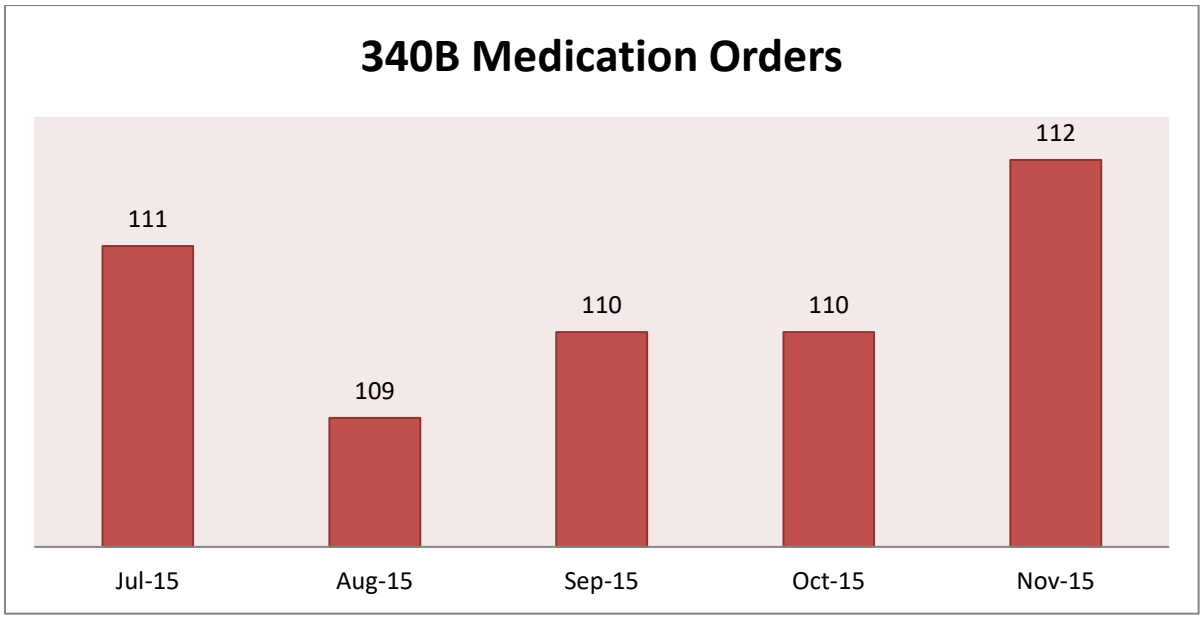

Monthly Cost per Inmate on Medication
$60
$50
$40
$30
$20
$10
$0
Dec-14
Jan-15
Feb-15
Mar-15
Apr-15
May-15
Jun-15
Jul-15
Aug-15
Sep-15
Oct-15
Nov-15

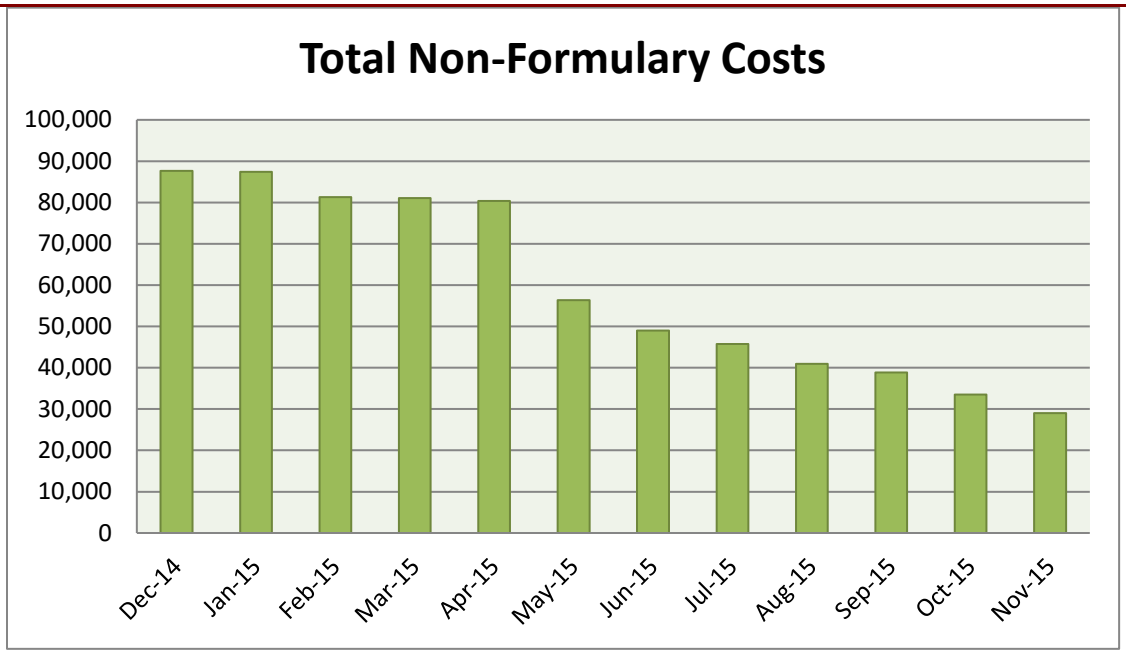


SAMPLE REPORT OF MONTHLY BACKUP EXPENDITURES

Date Filled	Patient	Qty	Drug Name	Price	Facility	Prescriber	RX Number	NDC
10/01/2015	SAMPLE	4	BELLA/OPIUM SUP 16.2-30	105.38	MDOC 1	PRESCRIBER	SAMPLE	00574704512
10/29/2015	SAMPLE	3	CARTIA XT CAP 120/24HR	7.59	MDOC 2	PRESCRIBER	SAMPLE	62037059790
10/14/2015	SAMPLE	10	CIPRO HC SUS OTIC	259.45	MDOC 3	PRESCRIBER	SAMPLE	00065853110
10/22/2015	SAMPLE	3	CIPROFLOXACN SOL 0.3% OP	12.92	MDOC 4	PRESCRIBER	SAMPLE	50383028202
10/11/2015	SAMPLE	8	ELIQUIS TAB 5MG	50.40	MDOC 5	PRESCRIBER	SAMPLE	00003089421
10/25/2015	SAMPLE	3	FYCOMPA TAB 8MG	69.08	MDOC 6	PRESCRIBER	SAMPLE	62856027830
10/14/2015	SAMPLE	60	HYDROCO/APAP TAB 10-325MG	27.04	MDOC 7	PRESCRIBER	SAMPLE	00406012505
10/08/2015	SAMPLE	60	HYDROCO/APAP TAB 10-325MG	27.04	MDOC 8	PRESCRIBER	SAMPLE	00406012505
10/16/2015	SAMPLE	28	HYDROCO/APAP TAB 5-325MG	21.15	MDOC 9	PRESCRIBER	SAMPLE	00406012305
10/06/2015	SAMPLE	42	KEPPRA XR TAB 500MG	293.66	MDOC 10	PRESCRIBER	SAMPLE	50474059866
10/09/2015	SAMPLE	6	LABETALOL TAB 100MG	5.99	MDOC 11	PRESCRIBER	SAMPLE	00591060501
10/03/2015	SAMPLE	6	LABETALOL TAB 200MG	6.97	MDOC 12	PRESCRIBER	SAMPLE	43199003801
10/12/2015	SAMPLE	7	LOSARTAN POT TAB 100MG	1.82	MDOC 13	PRESCRIBER	SAMPLE	65862020390
10/14/2015	SAMPLE	345	METHADONE TAB 10MG	111.04	MDOC 14	PRESCRIBER	SAMPLE	00406577101
10/06/2015	SAMPLE	21	OXCARBAZEPIN TAB 600MG	33.52	MDOC 15	PRESCRIBER	SAMPLE	68462013901
10/01/2015	SAMPLE	60	OXYCODONE TAB 10MG	23.96	MDOC 16	PRESCRIBER	SAMPLE	10702005601
10/30/2015	SAMPLE	60	OXYCODONE TAB 10MG	23.40	MDOC 17	PRESCRIBER	SAMPLE	68382079401
10/08/2015	SAMPLE	60	OXYCODONE TAB 20MG	41.65	MDOC 18	PRESCRIBER	SAMPLE	68382079601
10/15/2015	SAMPLE	180	OXYCODONE TAB 30MG	132.29	MDOC 19	PRESCRIBER	SAMPLE	00406853001
10/15/2015	SAMPLE	90	OXYCODONE TAB 80MG ER	1,221.94	MDOC 20	PRESCRIBER	SAMPLE	49884019701
10/25/2015	SAMPLE	9	PENTASA CAP 500MG CR	50.04	MDOC 21	PRESCRIBER	SAMPLE	54092019112
10/01/2015	SAMPLE	1	TAKE ACTION TAB 1.5MG	43.82	MDOC 22	PRESCRIBER	SAMPLE	51285010088
10/16/2015	SAMPLE	284	THICK-IT POW ORIGINAL	11.30	MDOC 23	PRESCRIBER	SAMPLE	72058061078
10/17/2015	SAMPLE	45	TRAMADOL HCL TAB 50MG	9.16	MDOC 24	PRESCRIBER	SAMPLE	16714011111
10/21/2015	SAMPLE	6	VIMPAT TAB 100MG	71.69	MDOC 25	PRESCRIBER	SAMPLE	00131247835
10/06/2015	SAMPLE	14	VIMPAT TAB 100MG	161.28	MDOC 26	PRESCRIBER	SAMPLE	00131247835
10/23/2015	SAMPLE	3	XARELTO TAB 20MG	38.89	MDOC 27	PRESCRIBER	SAMPLE	50458057930
10/27/2015	SAMPLE	3	XARELTO TAB 20MG	38.89	MDOC 28	PRESCRIBER	SAMPLE	50458057930
10/29/2015	SAMPLE	12	ZONISAMIDE CAP 100MG	11.40	MDOC 29	PRESCRIBER	SAMPLE	31722022801


Benzodiazepine Orders
619
563
449
572
462
485
553
507
486
388
263
276
Dec-14
Jan-15
Feb-15
Mar-15
Apr-15
May-15
Jun-15
Jul-15
Aug-15
Sep-15
Oct-15
Nov-15

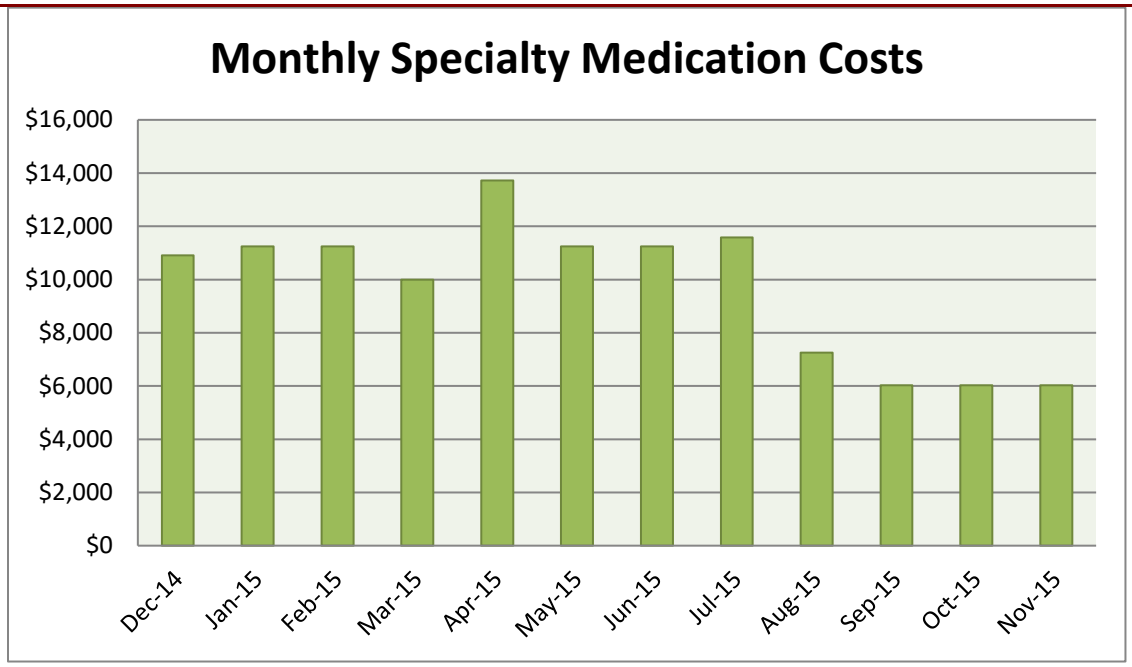

340B Medication Orders
111
109
110
110
112
Jul-15
Aug-15
Sep-15
Oct-15
Nov-15



HIGH PRICE MEDICATION REPORT

First Name	Last Name	Inmate #	Facility Name	RX#	Quantity	Price	Date Filled	Medication	Prescriber Last
AAA	CCC	567890	CORRECTIONAL	456321	3.92	2853.45	4/6/2015	Enbrel 50mg/ml Syringe	PRESCRIBER

This report was created to alert Diamond's pharmacist account executives and facility personnel of high priced prescription activity for the facilities they manage. This report is created on the top of the hour of all medications dispensed by Diamond in the previous hour over a particular price point. The high end price report is customized to meet the facility needs and allows the facility to manage its costs by requesting a lesser amount of a particular medication along with alerting staff in advance of the medication being shipped so an alternative may be considered by prescribers. In those cases wheere an alternative is not available orif the full amount is needed, then the report provides benefit in alerting staff to be aware that the high priced medication will be in their next delivery so staff can be on the lookout for the medication to prevent loss or diversion.



Sample credit report										
Rx Number	Date Filled	Facility	Patient Name	Medication	NDC	Date Returned	Qty Returned	Unit Price	DPS Bill Amt	Credit
sample	09/26/15	MDOC 1	patient	IBUPROFEN 200MG TAB (30)	49349-0794-02	10/16/15	20.00	0.0107	$2.35	$0.21
sample	09/11/15	MDOC 1	patient	APAP 325MG TAB (30)	24236-0980-02	10/16/15	28.00	0.0047	$2.15	$0.13
sample	10/05/15	MDOC 4	patient	LAMOTRIGINE 100MG TAB	29300-0112-10	10/16/15	59.00	0.0450	$6.10	$2.66
sample	09/12/15	MDOC 8	patient	LEVETIRACETAM 500MG TAB	16729-0065-16	10/16/15	9.00	0.0780	$5.74	$0.70
sample	10/06/15	MDOC 2	patient	LISINOPRIL 5MG TABLET	16729-0195-17	10/16/15	28.00	0.0100	$3.70	$0.28
sample	10/06/15	MDOC 3	patient	CLOPIDOGREL 75MG TABLET	33342-0060-15	10/16/15	28.00	0.0713	$5.54	$2.00
sample	10/06/15	MDOC 4	patient	CARVEDILOL 3.125MG TABLET	65862-0142-05	10/16/15	58.00	0.0270	$5.02	$1.57
sample	10/06/15	MDOC 5	patient	ATORVASTATIN 40MG TABLET	55111-0123-05	10/16/15	28.00	0.1287	$7.26	$3.60
sample	10/06/15	MDOC 6	patient	ASPIR-LOW 81MG EC TABLET	00904-7704-80	10/16/15	28.00	0.0047	$3.54	$0.13

DIAMOND PHARMACY SERVICES COST AVOIDANCE AND THERAPEUTIC ALTERNATIVE REPORT

Date range:	December 2015
Target Medication(s):	Lantus
Target Facility(ies):	ABCDE

Medication	Number of Units Dispensed	Cost of Units Dispensed	Recommended Alternative	Projected Cost of Alternative	Projected Cost Avoidance per Year
Lantus	20 vials	$4,360.00	Humulin N	$255.00	$49,280.00

Recommended Plan of Action:

Meet with medical director to review plan of implementation

Report provided by:	Pharmacist
Phone number:	800-882-6337
Email contact:	pharmacist@diamondpharmacy.com

15. Interface

15. A computerized program interface linking the County Jail to the supplier must be available. Provide a detailed description of interface including any software and/or hardware that is required. If software and/or hardware are required, state whether it will be provided by the supplier or must be provided by the County.

Sapphire CPOE/eMAR

Diamond will provide your facility with our Sapphire computerized prescriber order entry (CPOE) and electronic medication administration record (eMAR) software **at no additional cost** when your facility orders all medications from Diamond and places all orders using Sapphire.

Sapphire is a state-of-the-art system that we designed in-house to meet the specific needs of correctional facilities. Using Sapphire CPOE/eMAR, your staff can transmit electronic orders quickly and easily. This paperless solution allows physicians to directly transmit electronic prescription to the pharmacy for processing. Sapphire gives your physicians and nurses immediate, real-time access to all patient information.

Advantages of Sapphire

Sapphire is a completely hosted solution, meaning you do not need an onsite server or any additional system hardware to access and use the system, and you do not need to hire costly additional IT staff to deploy and then maintain the system.

Reliability – Our hosted solution brings with it a load-balanced architecture, redundancy across data centers, and 99.95% uptime. In other words, we are responsible for ensuring our software is always running and the application is always available to our customers. Sapphire has a robust backup, recovery, and redundancy system to deal with power outages, hardware issues, offsite storage, threat protection, and network outages.

Maintenance – Ongoing maintenance, upgrades, and system monitoring require IT resources and an internal commitment to maintain new releases and patches. With a hosted software solution, you can keep your internal resources focused on your important projects and leave the ongoing maintenance items to our team.

Cost – Traditional software implementations can cost large sums of money in terms of fees and costs related to implementation, hardware, licensing, and ongoing maintenance. Hosted software solutions help you realize a lower total cost of ownership with benefits such as the following:

- You will not need to hire extra IT staff.
- Implementation will be faster.
- Your IT department needs to be involved very little or not at all.

Lower risks – The investment made in a hosted system is minimal. You are not burdened with the hardware, operating systems, software, and IT personal if you decide to switch to another solution at some point in the future.

Additional Advantages

Sapphire will reduce human error, improve efficiency, eliminate paper-processing, assist with inventory, and provide unparalleled reporting. Sapphire is a complete system for both order entry and eMAR, thus eliminating the need for costly nursing overtime for month-end changeovers and for printing paper MARs during the month with every change in medication order. A manual paper MAR process also consumes a significant amount of nursing time that could be spent on patient care. Purchasing and maintaining systems that are not nearly as dynamic and robust as Sapphire would cost tens-of-thousands of dollars. **Through Sapphire, Diamond provides our customers a tremendous value with no financial risk!**

As a side note, our industry experience suggests you likely received proposals from bidders promoting eLinkRx, eCorrRx, or CIPS REMOTE as a solution. Although adequate for order entry, basic ordering, basic reporting, and the ability to print a paper MAR each month **(that still requires your staff to conduct a time-consuming manual and paper med pass**), they are not comparable to a complete electronic ordering, inventory management, and eMAR system. The advantages of Sapphire are numerous compared to eLinkRx, eCorrRx, or CIPS REMOTE.

A **live demonstration**, in person or by webinar, is the best venue for comparing bidders' systems. During a demonstration, your evaluation team and ultimate system users will see the **many differences between Sapphire and other bidders' systems**. The demonstration will also serve as an interactive forum for questions and answers. You honestly cannot appreciate the value that Sapphire provides and Sapphire's enhancements over other systems unless you see these systems demonstrated for yourself.

This current solicitation affords your team an opportunity that may not be available at another time. Selecting the proper long-term system for your facility will increase your staff's productivity, provide cost savings, and improve clinical outcomes while decreasing your reliance on outdated and cumbersome manual processes.

Before finalizing your contract award decision, we ask your committee to please allow us the opportunity to offer your team a Sapphire demonstration. Once you see all the benefits and dynamic features of Sapphire, you will not want to use any other system for order entry, inventory management, order reconciliation, live reporting, or electronic medication pass.

Diamond-serviced facilities that use Sapphire have been able to decrease the time needed for med pass by 50% or more, **so nursing staff can dedicate more time to patient care and nursing duties**. Please note that Sapphire is not a beta system. Sapphire CPOE/eMAR is fully deployed and well established in over 250 facilities nationwide, including the Minnesota, Pennsylvania, and Virginia Departments of Corrections and several large county systems. **These extensive systems have realized and learned to appreciate the numerous benefits of Sapphire.** We hope that the Williamson County Jail will also realize and enjoy those same benefits.

We have provided extensive information regarding our Sapphire eMAR/CPOE system under "Diamond Software Systems."

Sapphire is fully HIPAA-compliant. In addition, because Sapphire is owned and provided by Diamond, you will not need to worry about third-party licenses. We will provide this software for all individuals who need access to perform their duties accurately and efficiently.

We will also provide Williamson County with two laptops on loan for the deployment of the Sapphire system at no extra cost.

16. Quarterly Inspections

16. Supplier shall provide on-site quarterly inspections by a registered Pharmacist at no additional charge upon request by the County.

Inspections

Diamond's fully credentialed licensed pharmacist or a locally credentialed licensed pharmacist will conduct quarterly inspections of the medication rooms in your facility. The inspection helps to ensure that your facility complies with all relevant federal, state, local, and pharmacy laws and regulations; the Controlled Substance Act; the Texas Board of Pharmacy; and National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), and the Joint Commission requirements and standards.

Our two-page inspection sheet is based on NCCHC, ACA, and Joint Commission standards and our 35 years of experience in the correctional industry. Diamond abides by all recommendations set forth by these organizations, as well as all applicable federal, state, and local rules and regulations.

During the inspection, a licensed pharmacist reviews the following:

- The cleanliness and organization of the medication rooms
- Medication ordering, charting, documentation, inventory, and record keeping
- Narcotic and sharps record keeping and counts
- The presence or absence of outdated, discontinued, or recalled medication
- Medication distribution and med pass procedures
- The contents of the emergency (ER) kit and/or crash cart
- Refrigerator temperature and contents
- Stock levels
- The pharmaceutical care of patients
- Medication utilization and individual therapies
- Appropriate storage and security of medications and supplies
- Periodic reviews/stop dates of controlled substances and abusable drugs
- Presence and appropriate use of formulary
- Existence of and compliance with appropriate policies and procedures for medications
- Current reference materials such as the *Physicians' Desk Reference* (PDR), *Nursing Drug Handbook* (NDH), poison control center information, do-not-crush lists, etc.

The inspection report includes observations, recommendations, and suggested corrective actions. Once completed, the report is signed and dated by the pharmacist and nurse (or nurse designee) and filed in the medical room for reference. A copy is maintained at Diamond.

Following the inspection, the results of the audit are discussed with the nursing supervisor, designee, or site administrator. Summaries of the inspections are presented at pharmacy and therapeutics (P&T) meetings. On subsequent inspections, Diamond reviews all previous recommendations to ensure compliance and to ensure that corrective action was taken.

17. Award Criteria

17. Evaluation of proposals will be made to the responsive or responsible Pharmaceutical Supplier submitting the overall best proposal, with 40% of the evaluation weighted criteria on having the lowest cost consisting of the current average wholesale price (AWP) minus percent (%) discount plus a dispensing fee (if applicable). Alternative pricing models may be considered. The publication used to determine average wholesale price should be provided by each proposer. In addition, 30 % of the evaluation weighted criteria will be on meeting specification requirements, and 30 % of the evaluation weighted criteria on vendor submitted references and vendor experience working with correctional facilities.

Diamond acknowledges the evaluation criteria set forth in this specification.

18. Services Included in Price

18. Proposers overall mark-up prices shall include cost of shipping and delivery of the pharmaceutical item to the designated delivery point and shall not include Federal or State of Texas sales, excise, and use taxes.

Diamond's bid is inclusive of shipping and delivery of routine orders and does not include any taxes. Any delivery costs that are incurred by the facility for the delivery of emergency medications from a backup pharmacy will be billed at the actual cost invoiced by the backup without additional markup from Diamond. Diamond's use of emergency medication kits and startup stock kits significantly reduces the need for use of a backup pharmacy.

19. Price List

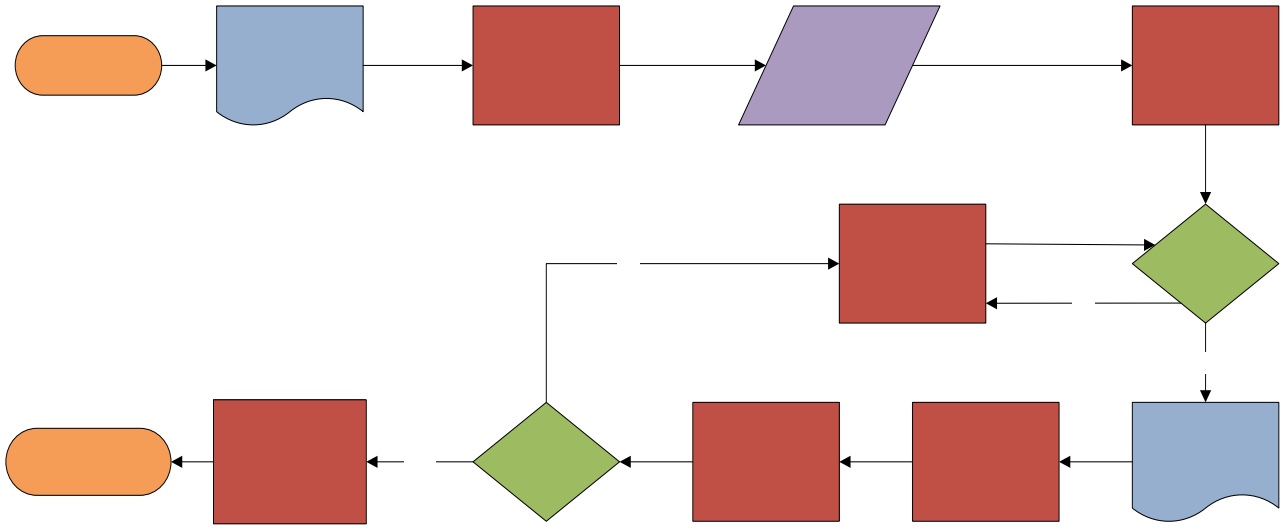
19. Proposer shall provide three (3) price list copies plus one original with their proposal.

Please see the price list we completed on BidSync, consistent with bid instructions.

20. Ordering

20. The preferred order method for new prescriptions and refills shall be online, however, orders placed by fax or phone shall be accepted. Additionally, emergency "stat" ordering shall be done by phone.

Ordering



Diamond offers unsurpassed flexibility in ordering medications. Customers can order by phone or fax using Diamond's toll-free number. Customers also can order electronically from an existing electronic medical record used by your facility or from Sapphire, a proprietary web-based medication management system developed by SapphireHealth, LLC, a wholly owned Diamond subsidiary. Orders can be submitted to Diamond Pharmacy Services 24 hours a day, 7 days a week, and 365 days a year (24/7/365).

Details of our Sapphire system are provided in the document we uploaded separately to BidSync. Emergency stat orders can be phoned into Diamond or simply submitted electronically in Sapphire to save your facility time.

21. Delivery

21. Delivery of all items supplied under this contract shall be made FOB destination. The proposer shall provide next day delivery for all items ordered by 4:00 PM the previous day. Deliveries shall be made Monday through Saturday. Orders received by vendor on Saturday shall be delivered on Monday.

Routine Order Cutoff Times

New orders can be submitted by fax, by phone, or electronically before your daily extended routine order cut-off times:

- 4:00 p.m. CST/CDT (5:00 p.m. EST/EDT) Monday through Friday
- 1:00 p.m. CST/CDT (2:00 p.m. EST/EDT) Saturday

Late orders that are needed in your next shipment can be submitted by phone directly to your order entry technician before:

- 5:00 p.m. CST/CDT (6:00 p.m. EST/EDT)

	Submittal	Delivery
Routine Orders	Prescriptions submitted to Diamond by fax, phone, or electronically by 4:00 p.m. Mon-Fri and by 1:00 p.m. Sat	Orders delivered to the Williamson County Jail by our preferred carrier the next business day by 10:30 a.m. Mon-Fri and 12:00 noon Sat. Based on facility location, some may have a 4:30 p.m. weekday guarantee time and no Saturday delivery.
Emergency Orders	Prescriptions submitted to Diamond by emergency fax, through Sapphire CPOE, or by phone for immediate need (including after hours, Sundays, holidays)	Orders filled using the on-site stat box and starter stock or within 4 hours through a contracted local backup pharmacy

If our proposed times do not meet your operational requirements, please let us know so later cutoff times can be negotiated

Next-Day Delivery

Orders are shipped for next-day delivery 6 days a week—Monday through Saturday—excluding certain nationally recognized holidays—New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Package delivery services do not initiate shipments on Sundays.

Diamond has shipping contracts with all three leading next-day delivery services—FedEx, UPS, and the U.S. Postal Service (USPS). If for some reason one carrier is not adequate for your facility, Diamond can select another. All shipments require a signature upon delivery at the facility.

Guaranteed Delivery Times

All new medication orders are shipped for next-day delivery with a guaranteed delivery time of 10:30 a.m. Monday through Friday and 12:00 p.m. on Saturdays. A contracted local backup pharmacy processes all emergency orders that require Sunday delivery.

22. Records Maintenance

22. Supplier will be required to maintain all records for five (5) years. These records shall be the property of the county.

Diamond retains all facility records as confidential and appropriately maintains Individually Identifiable Health Information (IIHI). We maintain all appropriate documentation, including but not limited to prescription records, prescribing patterns, usage, inventory records, medication destruction, controlled medication, perpetual inventory, patient profiles, and copies of all prescriptions. Diamond retains all records related to your facility in a safe, secure, and redundant environment for a period of at least seven years.

All documentation related to Diamond's performance is maintained in an orderly fashion and is readily retrievable. These records are open for review by the appropriate prison staff or appointed designee.

Diamond retains all records regarding your facility in a safe, secure, and redundant environment for a period of at least 7 years.

23. Customer Service

23. The proposer's representative must be available to respond to all calls from the using county agencies to assist in filling emergency orders, resolving complaints and problems regarding orders and deliveries and the return of goods.

Hours of Operation

Diamond Pharmacy Services is open 24 hours a day, 7 days a week, and 365 days a year ("24/7/365"), so Diamond's staff of **regularly scheduled** pharmacists is always available to:

- Receive, process, and ship prescription orders
- Answer questions and handle customer concerns
- View patient profiles
- Access databases to ensure safe and effective therapeutic decisions



Diamond Pharmacy Services is open 24 hours a day, 7 days a week, and 365days a year.

We regularly schedule pharmacists onsite so they are **available around-the-clock**, which is much safer and more convenient than locating someone offsite or waking them in the middle of the night. You will not need to submit a clinical concern or operational question through a website and wait for a response or awaken an on-call pharmacist. Using Diamond's toll-free number, 800-882-6337, you can always reach a pharmacist by phone directly or through Diamond's after-hours answering service. A registered pharmacist will answer your call in a timely manner 24/7/365. Regularly scheduled pharmacists continuously provide routine and emergency operational and clinical consultations on all phases of Diamond's institutional pharmacy operation.

Customer Service & Support

Diamond takes pride in our organization as well as in every customer and patient we service. Diamond's goal is to provide the highest level of service possible, starting with the owners of our company, and instilled in all our employees. Our steady growth is mainly due to word of mouth regarding our high level of customer service.

Some of our core principles include:

- Ensuring that a managing pharmacist is on duty and regularly scheduled 24/7/365
- Ensuring that customers receive a superior level of service
- Routinely consulting with facilities about their needs and wants
- Looking ahead to what customers may have or need in the future by anticipating the market
- Building long-term and sincere relationships to benefit our customers while delivering high quality and superior customer value
- Promoting existing and new products and services
- Maintaining a fully staffed call center for immediate response to customer calls and requests
- Following up calls with facilities until issues are completely resolved
- Surveying facilities to continually improve all levels of service

At Diamond - ***We Care About Care***! Much has changed since Diamond opened for business, but one thing that has remained constant is our commitment to provide our clients and patients with superior value, competitive pricing, unparalleled service, and unsurpassed care. This commitment is the company's core value and is as much a part of our culture today as it was in 1970.

We will not make promises we cannot keep because our relationship with our customers is far too valuable to jeopardize with false promises. We will always be upfront and honest regarding our capabilities and our limitations, and we promise to always work hard on your behalf to provide you with innovations and solutions. Through our honest approach to business, coupled with values you find only in a family-owned business, we will deliver on our commitments and exceed your expectations.

Excellence in customer support can honestly be claimed by a company only if they commit the resources and staff to back up their claims. Diamond realized many years ago that customer support is critical to our success, and having fully staffed customer support department with supervisory personnel is essential to customer service excellence. While others vendors may claim they provide customer support, Diamond ensures we have properly trained and experienced personnel to assist your staff when an issue or question arises.

We continually educate our customer care staff to meet the demands of an ever-changing market in a sincere and professional manner to better serve you. Our commitment to our customers is a commitment to a 24-hour a day, 365-day a year operation, with regularly scheduled pharmacists and in-house staff. Diamond continues to invest resources into customer service.

Diamond does not operate a call center. Our customers do not have to wait before talking to a Diamond employee who is trained and ready to help. Diamond employees are ready to hear your concerns and service your needs.

Our customer service department is headed by our Director of Customer Service, who oversees a staff of six full-time customer service technicians that provide our customers with immediate assistance over the phone or triage their calls and direct them to the appropriate department to service the customers' needs. At Diamond, you will not be routed through a computerized phone directory; rather, you speak directly with technicians who are hired to provide customer service as their sole job description.

Likewise, customers are not kept on hold and we have little to no problem with dropped calls. Our customer service technicians and order entry technicians efficiently and accurately handle approximately 15,000 calls per month to the satisfaction of our clientele.

24. Phone Numbers

24. The proposer shall provide a local telephone number or a toll-free number from Georgetown, Texas for the placement of calls against this contract and shall provide the name, title, and telephone number of a representative who can be contacted and available to provide around-the-clock, 24-hour, 7-days a week, customer service. Telephone numbers provided for this purpose shall not be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing emergencies and problems.
i. Name_____
ii. Phone Number_____
iii. Emergency Order Phone Number_____
iv. Fax Number_____

Name	.Tammy Conroy, RPh, CCHP
Phone Number	800-882-6337 x2100
Cell Number	800-882-6337 x2100
Emergency Order Phone Number	888-520-2500
Fax Number	866-307-9748

25. Purchase Orders & Invoices

25. All orders will be placed through the issuance of a purchase order. The purchase order number must be referenced on all invoices submitted to Williamson County.

Diamond agrees to reference purchase order numbers on all invoices.

26. Experience

26. Williamson County would prefer a vendor with substantial experience working in correctional facilities. Please provide your firm's years of experience in a correction's environment.

Organization and Employees

✓ Providing fully staffed, individually supervised support departments with specially trained staff is one of the many ways Diamond ensures that our customers receive the highest level of technical and administrative support.

Diamond's corporate structure is based on a team approach. We are organized specifically to fulfill your needs and apply our 35 years of correctional pharmacy expertise to best help your facility staff and administrators. We have also been providing prescriptions to correctional facilities in Texas since 1998. As we stated earlier in our bid, your pharmacist Account Executive is Texas-licensed. Diamond's experienced personnel will provide accurate and timely responses to any question, concern, or request. Our staff members are dedicated to their specific job descriptions so you have experts available to you when you call for support, which adds tremendous overall value in terms of our ability to rapidly respond to your needs. Our department-specific supervisory personnel ensure the highest level of quality and accountability.

Diamond's In-House Departments		
Purchasing	Clinical Services	Medication Administration Records (MAR)
Electronic Ordering	Operational Services	Medication Carts
Billing	Quality Assurance (QA)	Intravenous (IV) Medications
Third Party Billing	Legal	Information Technology (IT)
Reporting	Regulatory Compliance	Systems Support
Customer Support	Drug Information	Help Desk

Our customer service department is part of our corporate infrastructure and will never be outsourced or subcontracted to a third party vendor.

Company History and Profile

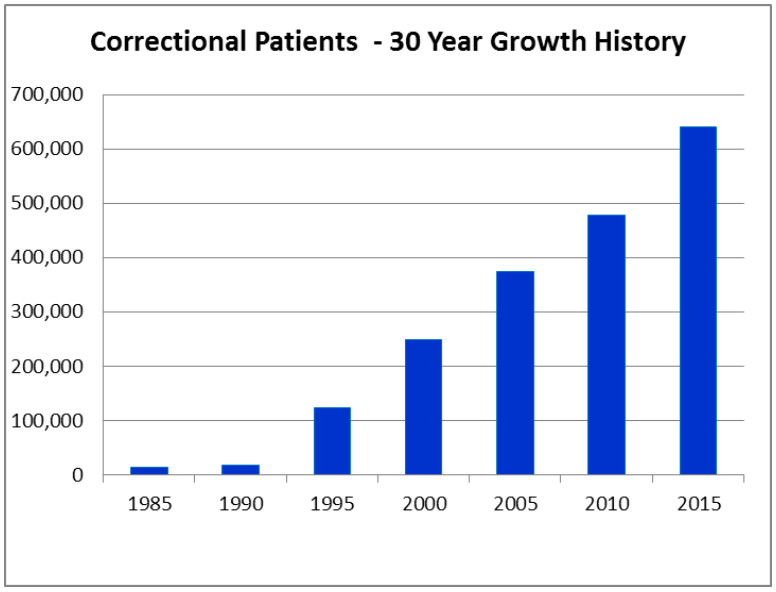
When husband-and-wife pharmacist team Gilbert and Joan Zilner acquired Diamond Drugs in 1970, little did they realize that becoming the nation's largest correctional pharmacy services provider would become part of Diamond's rich and storied 100-year history.



Company Profile	
Institutional Experience:	47 years
Correctional Experience:	35 years
Facilities Served:	1,500
Correctional Patients:	640,000
Geographic Coverage:	45 states
# Prescriptions filled/yr:	16 million
Total Employees:	> 1,000
Pharmacists on Staff:	>90
PharmDs on Staff:	>30

Today with Gib and Joan's pharmacist son Mark at the helm, our privately held, second-generation family-owned corporation provides correctional institutions, long-term care facilities, and two retail pharmacies with patient-specific medications, accurate and secure patient records, stock pharmaceuticals, custom compounding, respiratory services, and IV infusion and medical supplies.

Diamond's focus is on the correctional pharmacy industry. Our remarkable growth is a direct result of competitive pricing, reliable delivery, and exceptional customer service as well as loyal and experienced employees in vital operational areas of the business. We have never changed our name, pursued financing from venture capitalists or outside investors, or purchased any business from a competitor. All growth has been internal and organic, and our enviable record of consistent annual growth sets us apart from the industry.



Through hard work and an honest approach to business, centered on customer care, we have greatly expanded our customer base. From 2014 to 2015, we increased the number of lives cared for by 35% to reach nearly 640,000 lives in correctional facilities across the country.

As our client list has grown and industry demands have changed, our extensive knowledge of the correctional pharmacy industry has dictated that we grow and meet these demands accordingly. During the past 11 years, Diamond has expanded by establishing two critical wholly owned subsidiaries—RemedyRepack and SapphireHealth. These subsidiaries enable Diamond to meet the full range of pharmaceutical services necessary for comprehensive institutional pharmacy care.

RemedyRepack is a vital component that allows Diamond to legally repackage stock medications into cost-effective 30-count blister cards. Using RemedyRepack eliminates our dependency on outside agencies to fulfill our repackaging requirements. If you receive first-dose prescriptions and starter stock in blister cards, which is common in our industry, those cards need to be provided by an FDA-Registered Repackager to remain in FDA regulatory compliance.

SapphireHealth is our technology division, supporting our Sapphire computerized physician order entry (CPOE), electronic medication administration record (eMAR), and electronic health record (EHR) software. Details of our Sapphire system are provided later in our proposal.

Operational and Clinical Support

✓ Operational and clinical support is one of the many ways that Diamond exceeds the needs and expectations of our clientele.

On-Site Legal Department

To help ensure regulatory compliance, Diamond has on-site legal counsel who monitors the rules, regulations, and laws that govern the correctional pharmacy industry and the customers we service. Our commitment and obligation to our customers is to ensure we can provide proper guidance on clinical and operational programs and concerns. As the industry-leader, we must keep our customers and ourselves current on changes in the industry as in federal, state, and local legislation and regulations. Diamond is connected to these changes and the impact they have on the industry. In addition to in-house counsel, we also have access to and retain the services of legal experts in several other pharmacy and regulatory disciplines for consultation as needed.

On-Site Quality Assurance Department

Quality assurance (QA) and error prevention are the highest priorities at Diamond. We have a dedicated staff who only reports directly to company ownership. The department is headed by our chief financial officer, and the primary role of the department is to audit our internal processes to ensure we are following our own policies and procedures. The department has expanded its role to actively participate in the daily operation by auditing every aspect of the prescription processing, filling, and shipping areas of our distribution center. Additionally, members of the QA team investigate any reported prescription incidents to establish a root cause analysis, and they apply changes to our operation to prevent recurrences of incidents.

On-Site HIV Pharmacists

Specialized HIV consultation is provided to our customers by our two pharmacists who are specially trained to provide HIV services. Both are certified by the American Academy of HIV Medicine (AAHIVM) as HIV Experts™ (AAHIVE). Diamond has invested resources to have two AAHIVE pharmacists on staff, which is imperative in the correctional environment and a benefit not available from some other pharmacy services providers.

Diamond's AAHIVE pharmacists are involved on a daily basis in providing education and training regarding human immunodeficiency virus (HIV), Hepatitis B virus (HBV), and Hepatitis C virus (HCV) to our staff pharmacists and the providers and nurses at the facilities we service. These experts are available to answer questions related to the treatment of HIV, HBV, and HCV infected patients and HIV/HBV/HCV co-infected patients. They also can answer questions relating to drug-drug and drug-disease state interactions. With the substantial volume of HIV medications ordered by most correctional facilities, our AAHIVE pharmacists are a valuable resource to your providers and staff for expert HIV guidance, recommendations, and disease management protocols designed specifically for your HIV inmate population. Please do not underestimate their ability to **substantially decrease costs and improve patient care** through their accreditation.

On-Site Compounding Department

Diamond has several certified IV sterile and non-sterile compounding specialists on-staff that are fully trained and are certified to provide compounded pharmaceutical agents. Our specialists have completed a course of study that certified their abilities and knowledge of regulations surrounding the preparation, storage, dispensing, and licensing requirements needed to provide comprehensive compounding services to our customers. Their certification shows that Diamond fully embraces employees and provides them with opportunities to exceed the highest standards in the pharmacy industry.

Clinical Pharmacist Specialists

Diamond employs several pharmacists who hold additional training and certifications. We employ a Certified Diabetes Educator (CDE), an Adverse Drug Reaction (ADR) Coordinator, a Compounding Specialist, two AAHIVE HIV Experts, and an Anticoagulation Specialist.

Nursing and other Medical Specialists

Diamond employs numerous registered nurses (RNs) and licensed practical nurses (LPNs). Several of our nurses hold additional training and certification. We have on-staff Certified IV Nurses and a Certified Registered Nurse Practitioner (CRNP). We also employ registered respiratory therapists.

On-Site Corporate IT Staff and Support

Our commitment to our customers is seen through the resources committed to have a fully staffed information technology (IT) and programming department, available 24 hours a day, to provide not only in-house support for our systems, but also availability to our customers who need technological support for systems we deploy on-site. This group of professionals is a company within a company and shows our dedication to our customers to have a secure, reliable, and efficient IT infrastructure as well as a programming arm to meet your requests and needs. This group is responsible for items such as hardware management, software design, data management, network support, data recovery, interfacing with customers, network design, phone and fax systems, as well as managing our entire system infrastructure.

✓ Onsite programmers and IT support is just one of the many ways Diamond exceeds the technological needs of our customers.

In-house programmers allow Diamond to quickly accommodate any of your programming or interfacing requests without the need to outsource with third party vendors, as opposed to outsourcing programming needs to a third-party vendor, which could cause delays.

Compliance

✓ Proper licensure is one of the ways Diamond keeps your facility in regulatory compliance.

Diamond meets or exceeds all applicable federal, state, and State Boards of Pharmacy laws, rules, regulations, and quality standards. Diamond follows the guidelines established by the following:

- U.S. Drug Enforcement Administration (DEA)
- U.S. Food and Drug Administration (FDA)
- Drug Supply Chain Security Act (DSCSA)
- Health Insurance Portability and Accountability Act (HIPAA)
- Texas Board of Pharmacy
- Texas Department of Health Services
- Texas Jail Association
- Sheriff's Association of Texas
- Texas Administrative Code Title 25, Part 1, Chapter 229
- Texas Department of State Health Services laws
- American Correctional Association (ACA)
- National Commission on Correctional Health Care (NCCHC)
- The Joint Commission (formerly JCAHO)
- Verified-Accredited Wholesale Distributor (VAWD)

Ultimately, because Diamond holds itself to a higher standard, Diamond customers receive superior service and our patients receive industry-leading top-quality care.

State Boards of Pharmacy

Diamond is licensed in good standing with the appropriate State Boards of Pharmacy. We are licensed in good standing in accordance with the standards of the Commonwealth of Pennsylvania. We are also licensed in Texas as a non-resident pharmacy.

U.S. Drug Enforcement Administration (DEA)—Controlled Substances

Diamond is registered with the U.S. Drug Enforcement Administration (DEA) to dispense controlled substances in Schedules II–V.

U.S. Food and Drug Administration (FDA) and State Licensure—Wholesale Distribution

As required in your responses to questions in Addendum 1, Diamond is licensed as a wholesaler to distribute prescription stock medication in Texas as well as the Commonwealth of Pennsylvania. This status is important, as all correctional facilities have some degree of emergency or prescription starter stock on hand for first-dose requirements. Therefore, you need to partner with the properly licensed vendor to help avoid potential fines and disciplinary action by federal and state agencies.

Although bidders' compliance with federal and state regulations regarding stock distribution is anticipated and should be expected, the burden for ensuring compliance prior to the contract award often falls on the evaluation committee. Compliance cannot be fully assured unless the vendor provides written documentation (such as a copy of the wholesaler license) to your team **at the time of bid submittal, as required.**

Federal law and many state laws restrict pharmacies from dispensing more than 5% of their overall gross dollar sales as stock—**the 5% applies to all sales to all their customers, not just to your facility**.[1] Diamond, the leading provider of correctional pharmacy services, knows that we dispense more than 5% of our gross sales as stock. For this reason, we comply with rules and regulations established by the U.S. Food and Drug Administration (FDA). **Reasonable to assume is that, if a company the size of Diamond distributes more than 5% of our gross sales as stock to our correctional customers, other correctional pharmacy services providers also distribute at least 5% of their gross sales as stock.** Therefore, bidders must be a licensed wholesaler in Texas or subcontract the services of a wholesaler, in Texas to distribute wholesale quantities (more than a "minimal amount") of stock medications into Texas to comply with federal regulations.

Diamond prides itself on keeping our facilities in regulatory compliance. **We strongly urge the Williamson County Jail to check with your in-house legal counsel or state board of pharmacy director regarding stock distribution regulations to your facility prior to awarding a contract.**

[1] U.S. Code of Federal Regulations (CFR), 21 CFR 203 and 21 CFR 205, as published in *The Federal Register*, Vol. 64, No. 232, III.H.4.

U.S. Food and Drug Administration (FDA)—FDA-Registered Repackager

Although bidders' compliance with federal and state regulations regarding medication repackaging is anticipated and should be expected, the burden for ensuring compliance prior to the contract award once again falls heavily on your evaluation committee. Compliance cannot be fully assured unless bidders provide written documentation (copy of the repackager's FDA Drug Establishment Registration Facility Establishment Identifier) to your team at the time of proposal submittal.

A **wholesaler** can legally sell products **only** in the original manufacturers' containers.

A **pharmacy cannot** simply put medication in a blister card and designate it as stock.

Important to note is that a wholesaler can legally[2] sell products only in the original manufacturers' containers and that a pharmacy cannot simply put medication in a blister card and designate it as stock. For a wholesaler to legally sell repackaged stock in blister cards or other packaging—which is a standard in the correctional pharmacy industry—the wholesaler must use a secondary vendor (an FDA-Registered Repackager) to produce a new package with a new labeler code. Otherwise, the wholesaler can only sell stock in the original manufacturers' bulk bottles. The only exemption[3] is selling product to a physician to meet a temporary shortage; otherwise, the business must register as a producer of drugs in commercial distribution.

Risks of Not Using a Repackager

Please consider the quantity of stock cards in your medication cart and room. A vendor cannot simply take medications from a bulk manufacturer's bottle and sell them to you in a blister card as stock. The vendor must acquire repackaged cards from a licensed repackager.

Diamond has established a wholly owned subsidiary, RemedyRepack, which is an FDA-Registered Repackager. **Our use of RemedyRepack permits us to legally dispense stock medications in blister packs and other packaging in addition to bulk bottles so that you can effectively manage the cost of stock medications housed at your facility**. We have invested significant resources to fully comply with all U.S. Food and Drug Administration (FDA) regulations in the repackaging of stock from bulk bottles into manageable 30-count blister cards and to label stock cards as true unit-dose packaging.

[2] 21 USC 352

[3] 21 CFR 207.10(a)

Diamond **absorbs the cost** of repackaging so no additional cost will be passed on to you.

We keep you compliant at our expense as one of the many value-added services we provide our customers in terms of regulatory compliance.

Blister cards save your facility a significant amount of money and dispensing time compared with purchasing stock medications in bulk bottles and manually separating doses. **Prior to awarding a contract, please confirm that the vendor complies with your bid requirements, as the Williamson County Jail will ultimately face the financial and disciplinary consequences of working with a pharmacy vendor that cannot meet the legal requirements of medication repackaging.**

Drug Supply Chain Security Act (DSCSA) / Title II of the Drug Quality and Security Act of 2013 (DQSA)

The Drug Quality and Security Act of 2013 (DQSA) was signed into law with the intent of building an electronic system to identify and trace prescription drugs as they are distributed as stock in the United States. **With the tremendous amount of counterfeit medications infiltrating the supply chain, the goal of the system is to track a drug at each point in the supply chain so the drug can be verified as being procured from a legitimate source**. The system also will enhance the ability to recall medications when necessary.

Diamond operates a dedicated wholesale distributor, placing us at the forefront of compliance with these regulations. We maintain compliance for our customers, at our expense, so any stock product they purchase complies with federal and state laws.

Transaction Documentation

Under the Drug Supply Chain Security Act (DSCSA) [Title II of the Drug Quality and Security Act of 2013 (DQSA)], any stock sale must be accompanied by transaction information (TI), transaction history (TH), and a transaction statement (TS) in paper or electronic format. The transaction history must include transaction information for each transaction originating with the manufacturer of the product to the current vendor. These regulations apply to stock sold by a licensed wholesaler or a licensed pharmacy. The transaction history only supports the ability to sell the product in the unopened manufacturer's container.

Diamond's wholesaler/repackager relationship is important because it allows us to provide stock medication in blister cards with a transaction history document; a typical pharmacy cannot. Thus, under the 5% rule, a pharmacy can sell stock medication only in high cost full-size bottles if the medication is not already commercially available in unit-dose packaging or in a blister card.

DEA & Controlled-Substance Stock Medication

Diamond helps ensure that your facility remains in compliance with the U.S. Drug Enforcement Administration (DEA) and avoids unwanted attention in terms of controlled-substance stock medication.

Consistent with the know-your-customer principle, Diamond established an in-house process that allows us to monitor the amount of controlled-substance medications distributed to your facility as stock in a given month. This information is then compared against a moving 90-day average to identify any outliers, which in some cases may be an indicator of potential diversion.

The process works as follows: on the first day of each calendar month, our distribution manager receives a companywide report of all controlled-substance medications distributed as stock to all facilities. The report indicates an increase in quantity of more than 25% over the historic distribution of controlled substances to your facility over the past 90 days. Our distribution manager then sends that report to each pharmacist account manager, who in turn contacts the facility to obtain an explanation regarding the change. Reasons for the change could be a duplicate order, new patients that require additional quantities, a new prescriber that prefers a particular medication, etc. This information is then sent to our distribution manager for documentation and retention in the event the DEA audits our facility records and questions any increase in stock distribution.

Diamond Distribution checks three parameters each month as reportable metrics. We monitor the quantity change based on historic utilization, changes based per drug, and changes based on the individual prescriber. A sample of each of these reports is presented below:

Quantity Change Based on Historic Utilization									
Date	Diamond Pharmacist	Facility Name	Medication	Last Month		Average		%Change Qty	Quantity Diff
				#Items	Qty	#Items	Qty		
08/01/2017	NAME	AAAA	Tramadol 50mg Tablet	2	3000	1	1975	51.9	1025
08/02/2017	NAME	BBBB	Acet/Cod 300mg/30mg Tab	35	1050	20	625	68	425
08/03/2017	NAME	CCCC	Tramadol 50mg Tablet	5	240	2	90	166.67	150
08/04/2017	NAME	DDDD	Acet/Cod 300mg/30mg Tab	8	2160	7	1575	37.14	585
08/05/2017	NAME	EEEE	Acet/Cod 300mg/30mg Tab	1	300	1	150	100.	150

Changes Based per Drug									
Date	Diamond Pharmacist	Facility Name	Medication	Last Month		Average		%Change Qty	Quantity Diff
				#Items	Qty	#Items	Qty		
08/01/2017	NAME	AAAA	Acet/Cod 300mg/30mg Tab	3	780	1	340	129.41	440
08/02/2017	NAME	BBBB	clonazePAM 0.5mg Tablet	3	450	1	75	500	375
08/03/2017	NAME	CCCC	LORazepam 2mg Tablet	1	450	1	180	150	270
08/04/2017	NAME	DDDD	Acet/Cod 300mg/30mg Tab	2	600	1	262.5	128.57	337.5
08/05/2017	NAME	EEEE	Tramadol 50mg Tablet b	4	1020	1	255	300	765

Changes Based on the Individual Prescriber								
Date	Diamond Pharmacist	Facility Name	Prescriber DEA#	Medication	Last Month Qty	Ave Qty	%Change Qty	Qty Diff
08/01/2017	NAME	AAAA	AB1111111	Acet/Cod 300mg/30mg Tab	900	300	200	600
08/01/2017	NAME	BBBB	AC2222222	LORazepam 2mg Tablet	600	300	100	300
08/01/2017	NAME	CCCC	BB3333333	clonazePAM 0.5mg Tablet	510	60	750	450
08/01/2017	NAME	DDDD	BM4444444	PHENobarbital 32.4mg Tab	60	30	100	30
08/01/2017	NAME	EEEE	AK5555555	LORazepam 0.5mg Tablet	90	30	200	60
08/01/2017	NAME	FFFF	AR6666666	Tramadol Hcl 50mg Tab UD	200	60	233.33	40
08/01/2017	NAME	GGGG	CG7777777	Lorazepam 2mg/ml Inj	25	10	150	15

As your true partner, Diamond works above and beyond minimum requirements by once again innovating a process that helps ensure your facility remains in compliance will all applicable regulations while also providing a monthly process for diversion avoidance. This exact process has assisted facility administrators in identifying cases of controlled-substance medication diversion that were occurring within their facility through Diamond's questioning of ordering outliers for controlled substances, which otherwise would not have been detected.

To our knowledge, this level of reporting regarding wholesale stock distribution of controlled-substance medications is **exclusive to Diamond.** This speaks to our philosophy of **not only doing things right, but also doing the right things for our customers**.

Implementation Strategy

Transition Plan

✓ Diamond's 30-plus years of experience in the correctional pharmacy industry ensures a smooth, anxiety-free, seamless transition and is one of the many ways Diamond provides value to our new customers

With over three decades of experience in the correctional pharmacy industry, we know any transition to a new pharmacy vendor from the incumbent can be a time of unwarranted apprehension and anxiety. **Diamond makes that transition smooth and seamless to eliminate any worries that your administration or staff may have regarding the transition process**. We realize that many times a comfort zone develops from working with a pharmacy vendor over time; and although their service may be adequate, this comfort can overshadow opportunities that exist with changing vendors and starting anew.

Our methodical and detailed transition plan, coupled with our experience transitioning more than 1,500 correctional facilities of all sizes over the years will result in a smooth transition should we be given the privilege of an awarded contract. To ensure a smooth transition of services and subsequent customer support that exceeds industry standards, a company must be willing to commit fully credentialed and experienced professionals to manage your account daily, as Diamond is willing to do.

Diamond is confident in our ability to enhance and improve what your current pharmacy vendor has achieved to date in areas such as formulary management, clinical services, operational management, regulatory compliance, and medication management services. Diamond provides technological superiority in the areas of electronic order reconciliation (medication check-in) and return processing, online web-based reporting, workflow reporting and management, medication distribution, and routine/ad hoc reporting. We also provide the most comprehensive monthly financial reporting in the industry.

By studying your solicitation, Diamond fully understands all of your requirements, specifications, and expectations. In fact, Diamond has similar processes in place at numerous facilities regionally and nationwide. We have transitioned many facilities in a manner that exceeded their requirements.

The knowledge gained from our experience adds value for the Williamson County Jail, as our unmatched experienced allows Diamond to fully understand that proper planning is critical to satisfying our customer's needs and providing a seamless transition. To be successful, we follow the old adage to plan your work and then work your plan. A 30-day transitional period is typically recommended; however, if the transition process needs to be expedited, you can have the utmost confidence in Diamond.

Historically, Diamond has transitioned a 25,000-bed department of corrections (DOC) with a one-business-day notice without disrupting service or continuity of patient care. We smoothly transitioned the 20,000-bed Oklahoma DOC that left Diamond for another vendor back to Diamond in just over two weeks. We also have transitioned numerous county jails that range in size from 200 to 2,000 within a week or less when their long-time pharmacy vendor departed abruptly after being served a notice of termination of service.

Diamond does not acquire business and then hire. Experienced order entry technicians and a pharmacist account manager with correctional pharmacy experience are ready to begin serving the Williamson County Jail, should we be granted an award pursuant to this solicitation. As a second-generation family-owned business, Diamond continuously interviews potential candidates and always operates our corporate and satellite locations at an increased staffing level so we can bring on new business smoothly without sacrificing our expected standard for the highest levels of service and responsiveness to our current clientele. We do this so our new correctional partners have experienced technicians and pharmacist account managers ready to manage your account starting the very first day to ease the transition and to provide a level of comfort to your staff. As the industry leader, we routinely set the standard for excellent service and put our money where our resources should be—in the development of pharmacists and technicians ready and able to service new accounts on day one.

Continuity of Patient Care

As the Williamson County Jail is already accustomed to an off-site pharmacy management program, your staff will not be affected by a transition of service to Diamond, as many of the procedural aspects of your current operation will be the same regardless of pharmacy vendor. Orders will be transmitted to Diamond, as they are now, by the established order cutoff time. Diamond will process your orders that are received prior to your cutoff time or late orders that are phoned in, and they will be delivered six days a week, Monday through Saturday, as they are now. Emergency orders will continue to be filled from facility first-dose starter stock or through local backup pharmacies, as they are now. As you can see, the Williamson County Jail will experience very little, if any, disruption to your current operational processes.

Diamond will provide additional operational efficiencies and process enhancements through the deployment of our electronic reconciliation program that will allow for electronic order check-in, electronic inventory management, electronic return processing, electronic medication destruction and documentation—including controlled-substance medications—and electronic submission of refills. All will significantly improve operational efficiency at your facility while decreasing your staffs' reliance on manual and time-consuming paper processes.

Our transition plan affords accountability through a concise, methodical, and systematic approach that features three vital components for success—establishing goals, identifying appropriate staff to meet those goals, and describing the details surrounding each of the critical events that must happen to complete these goals. A successful transition depends on the Williamson County Jail and Diamond collaborating and communicating to understand how and when each phase will be carried out.

Our transition team has already been developed and will be led by your lead project pharmacist who has many years of continuous correctional experience with Diamond. In addition, a dedicated order entry technician and veteran partner will be assigned as your daily contact with Diamond, allowing us to give you the best in continuous customer service.

Transition Goals

To facilitate a smooth transition from your current provider to Diamond, we established the following five goals for guiding this process:

- Diamond will ensure a seamless transition in medication delivery services.
- Diamond will ensure prompt delivery of all manuals, forms, and start-up materials
- Diamond will train your pharmacy staff in the use and implementation of all aspects of the medication receiving, distribution, and tracking systems.
- Diamond will maintain a 24-hour helpline for troubleshooting issues that arise and will actively follow-up with staff.
- If your facility decides to deploy Sapphire, we will assist your staff in verifying technical requirements, coordinating data population, and training facility staff in the use of the system.

Transition Team

The establishment of a transition team and the development of an implementation schedule are critical to successfully meeting our transition goals.

Members of the transition team include**:**

- Mark Zilner, RPh—Chief Operating Officer and Owner
- Matt Catanzaro, RPh—Director of Correctional Operations
- Joel Akmal—Director of Information Technology
- Tammy Conroy, RPh, CCHP—Lead Project Pharmacist (licensed in Texas)
- Courtney Adams—Startup Coordinator
- Sharon Getty—Startup Specialist
- Christine Long—Director of Customer Care
- Jayme Shildt—Sapphire General Manager
- Vanessa Henry—Order Entry Technician Supervisor
- Sharon Bash—MAR Technician Supervisor
- Michelle Shawley—Billing Supervisor
- Tracey Stancombe—Reporting Supervisor
- Chuck Allison—Medication Cart Supervisor
- Anna Harrelson—Pharmacy Floor Operations
- Stacey Watkins—Pharmacy Floor Operations
- Dan Mock—Shipping Supervisor
- Theresa Coleman—Medical Supply Supervisor
- Over 1,000 additional corporate support personnel at your disposal

These members ensure that you and your staff receive thorough training regarding our ordering procedures, storage of pharmaceuticals, accounting procedures, pharmaceutical distribution, management and inventory, pharmaceutical troubleshooting, and online services in accordance with the agreed upon policy and procedures manual.

Upon contract award, we immediately begin to acquire the information necessary to assure a smooth transition of service. Our startup coordinator will send your facility administrator a facility information packet that you will complete and return to Diamond. This information is critical for establishing an initial database for your facility. Once you return the packet to Diamond, your pharmacist account executive will review the material and contact your facility administrator to obtain any missing information and arrange your on-site transition meeting and orientation.

Diamond Implementation Schedule

Our basic 30-day transition schedule will be customized to accommodate your facility-specific transition plan and goals quickly and easily.

Goal 1 Seamless transition in medication delivery services		
Task	**Responsible Person**	**Days Post Award**
Assign pharmacy team, including lead Clinical pharmacist, backup pharmacist, pharmacy technicians	Chief Operating Officer & Lead Project Pharmacist	Pre Award
Submit start-up schedule for approval by your facility	Lead Project Pharmacist	1
Send start-up information questionnaire to your facility	Start-Up Coordinator	3
Jointly determine formulary and how it will be enforced	Director of Pharmacy Operations, Formulary Development & Facility Medical Director	5
Select and contract backup pharmacies	Facility Pharmacy Manager & Lead Project Pharmacist	10
Facility orders stock medications and supplies	Facility Medical Director & Staff Pharmacists	20
Determine any special medication dispensing and labeling requirements	Pharmacy Technician	20
Coordinate with site to set date to transmit current MARs along with all cross faxes	Director of Pharmacy Operations	20-25
Ensure all provider licenses and site licenses are on file, as well as site specific lists of providers	Account Specialist	20-25
Determine which reporting systems will be used	Facility Medical Director & Lead Project Pharmacist	20-25
Photocopies of current MARs sent to Diamond	Facility	23
Facility faxes to current pharmacy and Diamond	Facility Pharmacy Staff	25-30
Diamond enters all active prescription data for complete patient profiles	Pharmacy Technician	25-30
Ship all medications, emergency kits and stock needed for first day of services	Facility Pharmacy Staff & Diamond Distribution	28

Goal 2 Prompt delivery of all manuals, forms, and startup equipment		
Task	**Responsible Person**	**Days Post Award**
Provide current policy and procedure manual for review	Facility Medical Director, Medical staff Director of Pharmacy Operations, & Lead Project Pharmacist	5
Ship startup kits to facility, including sample forms	Facility Pharmacy Staff & Startup Specialist	10
Modify P&P with facility's recommendations	Startup Specialists	15
Ship fax machines, med carts, computer equipment	Facility Pharmacy Staff & Diamond IT & Shipping Departments	20
Goal 3 **Training of facility staff in the use and implementation of all aspects of the medication receiving, distribution and tracking systems**		
Task	**Responsible Person**	**Days Post Award**
Thoroughly train all facility staff on all aspects of the start-up procedures.	Lead Project Pharmacist	15
Review the Diamond "Who to Call List"	Lead Project Pharmacist	15
Ensure each site is familiar with their primary technician and pharmacist	Lead Project Pharmacist	15
Goal 4 **Maintenance of a helpline for troubleshooting issues that arise**		
Task	**Responsible Person**	**Days Post Award**
Follow-up calls to ensure ongoing communication, quality of service, and Q&A	Director of Customer Service	30, 45, 60
Goal 5 **Assist staff in verifying technical requirements, coordinate data population, and train facility staff in the use of the Sapphire system**		
Task	**Responsible Person**	**Days Post Award**
Sapphire Guidelines accepted and returned to Diamond	General Manager SapphireHealth and Facility Administrator	10
Conference call to discuss site hardware, connectivity, and software requirements	Sapphire IT and Facility IT	11
Send Sapphire start-up packet to facility	Sapphire Transition Specialist	12
Web training for facility users	Facility Staff	15
Review any requirements for interfacing or software development changes necessary to accommodate contract	Sapphire IT staff	20-30
Onsite Training	Sapphire Trainers	27-30
System Implementation	Sapphire Transition Specialist & Facility Staff	30

This startup schedule covers the initial in-service of your staff by a registered pharmacist before the change of service as well as a period for all transitional activities and resolution of identified concerns.

Once the transition is complete to the satisfaction of the Williamson County Jail, your pharmacist account executive will continue to provide your team with written/email progress reports every two weeks for 30 days, then monthly for 30 days, then routinely as agreed upon by the Williamson County Jail. Reportable metrics and progress milestones will be determined and established during the transition phase by your account executive and your team leader.

As you can see, our transition plan is not complicated or cumbersome, but methodically planned to prevent any disruption to your normal operations and primary responsibility of patient care. Diamond's experience over the past three decades gives us the confidence that your facility also will enjoy a smooth transition to our services.

Orientation

When Diamond begins servicing a new customer, we implement a competency-based training schedule and orientation program for our pharmacists as well as any other Diamond personnel that will be involved with your contract management. Through our *New Facility Information Forms*, our startup coordinator and your assigned pharmacist account executive will obtain as much information as possible about your facility such as backup pharmacy information, physician license numbers, facility licenses, dispensing preferences, medication cart needs, technology assessment, and physician prescription stock responsibility forms.

Once our staff reviews your goals, policies and procedures, and expectations, we establish an initial facility meeting that typically involves the administrative personnel at the facility as well as any other personnel involved with pharmacy and medication management such as the director of nursing (DON), registered nurses (RNs), and any licensed practical nurses (LPNs).

Diamond's startup manual / policy and procedures manual contain detailed explanations of all procedures for medication dispensing and pharmacy program management. Electronic or web-based technologies or programs are supported by program-specific user manuals that are reviewed live during the initial training. During these orientation meetings, we will review all of the policies and procedures that are detailed in the startup manual regarding medication management.

Highlights of our orientation and training procedures include:

- Submitting new and refill prescriptions (manual and electronic)
- Ordering emergency prescriptions through a dedicated backup system
- Ordering controlled-substance medications and all the required components of the prescription order
- Requesting a non-formulary medication and a thorough review of the medication formulary
- Reporting errors and adverse drug reactions
- Accessing and mastering the daily electronic order reconciliation program
- Accessing and mastering our online reporting program

We also detail the following information:

- Pharmacy label and all the information contained on the label
- Procedures for returning medications and the electronic systems used to assist your staff
- Daily and monthly MAR updating procedures
- Items we review during pharmacy inspections
- Your delivery manifest and handling of any shortages or owed medications

We also provide a question-and-answer session during medication management training for your staff to alleviate any concerns they may have.

During the pharmacist's first on-site visit, the pharmacist will review the facility medication rooms to obtain an overview of the current process and offer any insight that may be helpful to providing optimal medication management The pharmacist will also look for any issues that may present a problem during a pharmacy inspection. This initial visit typically takes a half day, depending on availability of personnel, questions, and facility size.

Upon completion of the facility orientation and training, all individuals will understand the medication management system as well as the policies and procedures manual of the Williamson County Jail and of Diamond. We also provide additional training on-site or by phone, videoconference, or web-based conference, as needed at the discretion of your pharmacist account executive.

Each medication area will be provided with several copies of a *Who to Call List* that will be posted in several areas of your facility. This list provides the contact information at Diamond for personnel that will be servicing your facility. You will be provided with contact information for Diamond pharmacists whom you can contact 24/7/365 for any operational or clinical concerns including medication management. This list also provides contact information for Diamond personnel in key medication management positions such as your pharmacist account executive, your order entry technician, departmental supervisors, shipping supervisors, and medication cart supervisors.

Value-Added Services

340B Program

Section 340B of the Public Service Act allows Disproportionate Share Hospitals (DSH) and other healthcare-related entities to serve underprivileged populations more cost-effectively. The purpose of the 340B Program is to permit covered entities "to stretch scarce Federal resources as far as possible, reaching more eligible patients and providing more comprehensive services."[4] Section 340B requires drug manufacturers to provide outpatient medications at lower prices to eligible healthcare organizations or "covered entities" (CE). A 340B contract can provide tremendous savings potential on the pharmaceutical cost for eligible patient populations.

Diamond has invested significant time and resources to organize an experienced dedicated team who can properly oversee and operationalize **our already established 340B program for correctional facilities.** This team includes the best 340B attorney group in the country as well as knowledgeable 340B pharmacists, system developers, and accountants. Two Diamond pharmacists who lead this team regularly attend national 340B conferences and consult with our attorneys in order to keep pace with any changes in the guidelines to assure a compliant program. Our 340B pharmacists also are responsible for identifying suitable partnerships for our customers and are actively engaged in reaching out to those covered entities to assist in building relationships with the correctional facility. Diamond has partnered with several covered entities including a state correctional facility that is overseen by a medical vendor, a large county jail, and a program that required the legal repackaging of 340B stock medications.

Diamond is in the unique position of having connections with stakeholders, which would allow eligible products to be purchased under the 340B program, resulting in substantial savings per year. These funds could be used to increase healthcare services to the entire inmate population. 340B pricing is a great benefit to program participants, and the potential for cost savings is substantial. Diamond is committed to helping facilities seek out partnerships that are mutually beneficial for all stakeholders while maintaining program integrity.

[4] H.R. Rep. No. 102-384(II), at 12 (1992)

Cost Avoidance

Diamond believes in a proactive approach to cost containment by focusing on cost avoidance. We take action to **reduce anticipated costs before they actually occur** by targeting issues that would likely have a negative effect on your financial bottom line. Diamond provides price alerts and projects how situations may affect our customers' bottom line and their formulary management going forward.

As you know, the industry has recently seen extreme volatility in the generic market and a tremendous number of resultant price increases. Some inexpensive medications that have been on the market for quite a long time have recently increased in price at a rate not historically seen. In some cases, because we were alerted in advance to price increases, we could provide information to customers before the increases occurred. At other times, however, we were blindsided and learned about a price increase only after it occurred.

Diamond's efforts have resulted in managing prescription and clinician ordering trends while providing medically necessary cost-effective patient care. We collaborate with our customers through participation in P&T meetings, policy and procedures meeting, and protocol support discussions. We have reviewed reports and graphs to find facility utilization outliers and we have researched evidence-based literature specific to areas that affect utilization and cost -effectiveness of medications to develop and adjust the formulary. Further, since price change increases and decreases are monitored on a daily basis, any urgent clinical/operational issues are discussed during individual teleconference calls. All these efforts result in Diamond's staff helping your staff avoid unnecessary price increases.

Third Party Billing

With Diamond's direct third party invoicing, the cost of the respective medications are removed from your budget so you immediately realize cost avoidance.

Diamond directly invoices medical assistance (where permitted), private health insurance, federal agencies [U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals Service (USMS)], or other sources of payment whenever a patient is eligible and when information is provided to Diamond at the time of dispensing.

Diamond will work with the facility to establish a liaison that can provide third party insurance information prior to the dispensing of prescription orders. If this information is available, then Diamond will attempt to bill the claim to the third party on your behalf. Medication claims not paid within 60 days become the responsibility of the facility.

Cost Containment

One of Diamond's goals is to keep your cost per patient within budget while providing quality care. Generic medication substitution, formulary implementation/management, alternative treatment recommendations, clinical services management, Diamond's monthly statistical reports, operational efficiencies and improvements, backup pharmacy control, and our unsurpassed industry purchasing power and discounts are all important tools used to reduce your costs and improve patient outcomes.

Measures that Diamond takes to reduce your costs include:

- Low-cost generic or brand name drugs are automatically substituted for therapeutically equivalent A- or AB-rated products unless requested otherwise by the prescribers.
- Clinical pharmacists that are well versed in making cost-effective recommendations and developing correctional specific drug formularies. Diamond's pharmacists are always available to answer questions regarding cost-effective therapy, and they can be contacted through your account representative or 24/7/365 by calling 800-882-6337.
- Monthly formulary management and other statistical reports show usage trends and prescriber ordering history as a tool in identifying areas to save money and identify outliers. For sites using our proprietary Online Reporting System (ORP), this information is provided and obtained in real time 24/7/365.
- We accept drug coupons and vouchers from pharmaceutical companies for a free supply.
- We directly invoice medical assistance (where permitted), private health insurances, federal agencies [such as U.S. Immigration and Customs Enforcement (ICE) and U.S. Marshals Service] or other sources of payment when a patient is eligible and the information is provided to Diamond at the time of medication dispensing. Our ability to directly invoice third parties removes the cost of these medications from your budget so you immediately realize cost savings.
- We participate in buying groups and purchase directly from manufacturers and generic companies to provide you with the most competitive pricing. As our industry has evolved, pharmacies have increasingly participated in buying groups and purchasing organizations to lower costs. Diamond is a member of several purchasing affiliations, and we negotiate directly with manufacturers. Our purchasing manager, who has been with Diamond for over 25 years, has a complete and thorough knowledge of the correctional pharmacy industry. Our massive prescription volume and purchasing power allows him to negotiate and dictate the best prices that we then pass on to you.

- Diamond is the only pharmacy that has significantly invested in providing true unit-dose blister card packaging to ensure the highest allowable credits on returned medications eligible for reclamation. Unit-dose labeling of each individual bubble of the blister pack on medications being reclaimed affords the Williamson County Jail available credit on a wider spectrum of returned medications. We committed substantial financial and personnel resources to ensure that medications eligible for reclamation sent to the Williamson County Jail have each bubble of the blister cards individually labeled with the medication's name and strength, NDC number, manufacturer's name, lot number, and expiration date. States such as Indiana, Maryland, New York, and Pennsylvania require this type of packaging before medications can be considered for reclamation.
- We scan literature and wholesaler websites to proactively determine when a generic medication will become available. We recommend therapeutic alternatives in advance of a generic release so our customers can receive the generics upon wholesaler availability.
- We provide routine poly-pharmacy patient medication reviews that improve clinical outcomes while reducing program costs.

Financial value is provided by Diamond in areas other than just pricing, such as the following:

- Preventing fines and disciplinary action by strict adherence to regulatory agencies and accrediting agencies regarding stock distribution and stock medication repackaging services that are not available from many pharmacies within our industry
- Strong formulary management and clinical services to lower expenditures while improving care
- Consistent pharmacist account managers and veteran order entry technicians
- Operational efficiencies through electronic ordering and electronic medication pass
- A generous **and legal process** for medication returns and credits
- Accurate and meaningful reporting that identifies prescriber ordering trends and high-cost medications

Drug Information Center

Diamond's Drug Information Center is a value-added resource that provides our customers with access to clinical pharmacists and programs that make a real difference. While our clinical pharmacists and pharmacist account managers are available for routine questions and research, Drug Information Center pharmacists specialize in drug- and disease-state management, clinical information services, and formulary management and reviews.

Our vision goes beyond simply dispensing low-cost medications; we focus on cost-effective and evidence-based treatments that deliver positive patient outcomes for the overall wellbeing of your patients. Diamond's Drug Information Center takes clinical care to the next level by facilitating proper care, improving treatments, optimizing patient health, and reducing overall costs through proper patient and disease-state management. This resource minimizes costly emergency and outpatient trips for conditions that can be managed in your facility.

We routinely provide your facility and clinicians with clinical and pharmaceutical information, which helps ensure that medications are not misused, over-ordered, or prescribed inappropriately. We also help manage drug costs by providing relevant information directly to your providers so they can improve their prescribing habits, which leads to cost savings and positive patient outcomes. As your clinical resource, Diamond will support your staff regarding drug utilization, medication therapy management, and overall formulary management.

Proper medication selection, reduction of polypharmacy prescribing habits, education, therapy management, reduction of off-site care, decreasing acute sick call visits, reducing adverse medication events, and accessibility to clinical pharmacists will reduce both short-term and long-term costs while improving outcomes. With over 700 combined years of correctional pharmacist experience and over 30 clinically trained and licensed doctors of pharmacy (PharmDs) on staff, we understand the importance of clinical services in the unique correctional healthcare environment. Our main goal is to constantly work toward improving the care of your patients.

Our recommendations and clinical initiatives are based on primary literature reviews, routine journal reviews, and community standards. In addition to applying NCCHC and ACA recommendations and standards, we work with our correctional partners such as the Williamson County Jail to exceed the standards, fulfill your organization's mission statement, and optimize delivery of care.

Diamond's Director of Clinical Services and our team of Drug Information Center pharmacists have the knowledge and experience necessary to improve patient safety and compliance, and they will partner with your facility personnel in the development and implementation of medical guidelines and clinical protocols. At the end of the day, our clinical pharmacists are there for you as a resource and as partners to manage and improve drug therapies while improving the quality of life of correctional patients entrusted to your care.

As medication experts, our clinical team embraces its role in helping ensure that your patients are receiving the proper medications at the proper times while minimizing any medication-related issues that would interfere with a patient's therapy.

Drug Information Center services include, but are not limited to, the following:

- Non-formulary/clinical recommendations for providers
- Development of OTC and legend formularies
- Development of recommended nursing and provider protocols
- Coordination of clinical activities and initiatives
- Formatting of statistical reports that are specific to your needs
- Hepatitis C therapy management including prescreen consultations, on-therapy dosing, and recommendations drug-drug interaction
- Pharmaceutical and budget forecasting
- HIV disease state management including review, consultations for initial and on-therapy dosing, and recommendations in case of drug-drug interaction
- Asthma and diabetes treatment reviews and recommendations
- Reviews of high cost psychotropic injectable utilization
- Reviews of anticoagulation utilization
- Disease-state clinical pharmacist webinars
- Polypharmacy reviews and alerts
- Disease state algorithms
- High-acuity patient consultations
- Continuing education (CE) and continuing medical education (CME) credit
- High-cost patient reports and analysis
- Evidence-based medical and scientific research
- Journal reviews

Whether you need assistance during or after normal business hours, our Drug Information Center and Diamond's 24/7/365 operation has clinical pharmacists available to fulfill your consulting needs. Our clinical initiatives and programs ensure that our clients such as your facility stay at the forefront of correctional healthcare.

Specialty Medications

As an additional value-added service, our Drug Information Center pharmacists supervise the procurement of specialty medications and limited-distribution pharmaceuticals along with the management of medication refills for patients on these specialty agents, which are typically expensive.

On a daily basis, Diamond takes a proactive approach to make sure a patient's therapy is properly initiated and, just as importantly, not interrupted. This often requires making sure that specialty forms are filled out accurately and correctly, patients are properly enrolled, and prescribers unfamiliar with these agents are educated that procurement of such agents can possibly take time for the specialty pharmacy to get the medication to the facility. Before a refill is due, we check if the drug is to be continued, put on hold, or even discontinued according to the discretion of the prescriber to curb unnecessary costs. Our pharmacists review alternative treatments recommendations if applicable.

Our specialty team has all the appropriate facility-level contacts for sites housing inmates on specialty medications and they regularly follow up with these sites, the specialty pharmacy, and our Director of Clinical Services to help ensure the greatest patient-centered positive outcome.

Emergency Prescriptions

Emergency prescriptions for stat orders are provided through Diamond's on-site emergency kit/starter packs or by a pre-arranged, subcontracted local backup pharmacy of your choice in your immediate area.

Local Backup Pharmacies

Emergency medications not found in the emergency medication kit or the first-dose starter packs and unavailable from Diamond in sufficient time are provided in a minimum quantity to your facility by a local backup pharmacy in your immediate area. Due to Diamond's size and volume, we have aggressive national contracts with most chain pharmacies and are willing to negotiate with any pharmacy of your choice, as over 99.5% of all retail pharmacies in the United States are already part of our network.

As a family-owned business, we fully embrace the entrepreneurial spirit of local independent pharmacies. We make every attempt to contract with independent pharmacies when possible. The use of local, independent pharmacies helps provide economic benefits to your local community by supporting local businesses.

Diamond proposes the following backup pharmacies for your facility:	
CVS #6894 900 N Austin Ave #109 Corner of Williams Dr Georgetown TX 78626 512-863-2581 Mon-Fri 8:00 a.m. – 9:00 p.m. Sat 9:00 a.m. – 6:00 p.m. Sun 10:00 a.m. – 6:00 p.m. 1 mile from site	Gallagher's Pharmacy 3201 S Austin Ave Georgetown TX 78626 512-763-4400 Mon-Fri 8:30 a.m.—5:30 p.m. Sat & Sun Closed 1 mile from site

If you prefer to use a particular backup pharmacy, such as your current backup pharmacy, for emergency services, we can certainly negotiate to contract with that pharmacy.

When your facility needs an emergency prescription, your staff faxes or electronically transmits your prescription using Diamond's Stat Line, which is staffed and available 24/7/365. When Diamond receives the order, we contact the backup pharmacy and arrange for the emergency prescription.

By submitting stat/emergency orders to Diamond, you can be sure to receive these prescriptions in the agreed-upon quantities at the agreed-upon, contracted rate. Diamond's ability to provide direct electronic claim transmission from the local backup pharmacy keeps your costs at a minimum and ensures that your facility does not incur a charge if your employees pick up emergency orders.

Emergency prescriptions also can be delivered directly to your facility using the local pharmacy's delivery service or a taxi or courier service that has been pre-arranged by Diamond, at your request.

If your staff phones Diamond with an emergency order, they are immediately transferred to a dedicated customer service technician or a pharmacist who can expedite your stat/emergency need. If you call after hours, Diamond's answering service patches your call through to one of our on-site pharmacists. We staff pharmacists at our pharmacy 24 hours a day.

Invoices for Backup Charges

The backup pharmacy will invoice Diamond, and Diamond will invoice your facility. The amount of the charge is a discounted rate that is negotiated with the local service provider. These charges are simply passed through at the negotiated rate, without any additional margin or markup. Charges may include but are not limited to the cost of the local pharmacy's prescription, if above Diamond's contract price, plus any delivery, on-call, taxi, or courier charges. Detailed reports of all emergency prescriptions are provided with Diamond's monthly invoice.

Management of Emergency Medications

Diamond realizes the importance of receiving emergency medications in a timely fashion and does everything within our power to expedite processing, filling, and delivery. We also realize that emergencies are costly in terms of both the patient's wellbeing and the expense of providing emergency care. Consequently, and on an ongoing basis, Diamond collaborates with your medical director to determine which medications need to be added to the emergency stock supply list to help minimize future emergency orders.

Equipment & Supplies

Fax Machine

Diamond provides your facility with a plain paper fax machine, upon request, for transmitting and receiving information between your facility and ours. Diamond programs the fax machine specifically for your facility with our toll-free number on speed-dial and with a fax confirmation sheet after every transmission. Your facility has the option of purchasing fax cartridges on your own or through Diamond.

Fax machines are provided on loan at no additional cost for the duration of the agreement when you fax all medication orders to Diamond. If your facility deploys our Sapphire system, fax machines are needed only rarely when the electronic system is offline or when a controlled substance order needs to be faxed to Diamond for dispensing.

Scanner

Diamond will provide a handheld tethered scanner on loan at no additional cost, upon request. The scanner is used to electronically reconcile your daily order, return medications, and initiate refills.

The scanner will help your staff save time and improve efficiency when you deploy and use our free web-based software. The provision of a scanner is another value-added service innovated by and provided by Diamond.

Laptops

To facilitate the deployment of Sapphire CPOE and eMAR—our innovative and proprietary web-based order entry, reconciliation, inventory management, and eMAR system—Diamond will provide your facility with two laptops on loan used for med pass at no additional cost.

Hardware replacement is covered according to the original manufacturer's warranty. Should any laptop or scanner not covered under the original manufacturer's warranty be damaged due to negligence or misuse, your facility will be responsible for its replacement.

Formulary

✓ Diamond's drug information center and formulary management process are some of the ways Diamond can help you achieve your goals regarding cost control, cost avoidance, and positive patient outcomes based on evidence-based literature and clinical research.

Formulary Development

Correctional facilities, private insurance companies, and government healthcare agencies all use formularies to manage costs and ensure safe prescription ordering practices. A formulary helps a prescriber identify more cost-effective alternatives for high-priced medications and avoid medications that could pose safety concerns. Our formulary vision incorporates both principles.

Diamond routinely conducts comprehensive reviews of our customer formularies and works with the medical director to discuss adding or deleting medications. Our goal is to develop a formulary that comprises primarily generic and cost-effective brand name medications to encourage cost containment without compromising the quality of care. **In many cases, our formulary management has saved new Diamond customers up to 20% in cost.**

The Williamson County Jail will benefit from the value provided by our clinical pharmacist and doctoral-level pharmacist (PharmD) staff and their decades of clinical experience in the area of formulary development. Your pharmacist account executive, who has written formularies for numerous departments of corrections and county jail facilities over the years, will provide regular recommendations to the medical director for consideration and implementation at their discretion. Diamond will never make a formulary change without the approval of your medical director.

While utilization is important for formulary management and development, other ideals are just as important. Your pharmacist account executive will review evidence-based literature specific to areas that affect utilization and the cost-effectiveness of medications and will provide the information to your staff.

Although an annual review of your formulary is standard with many industry providers, Diamond reviews your formulary **on a daily basis** as your pharmacist account executive is alerted of daily medication price changes. We will immediately contact your facility and medical director to assess stat formulary changes that provide cost avoidance to the Williamson County Jail.

Pricing is monitored daily to detect significant increases and decreases. Our pharmacists review daily price-change reports and receive weekly information from Diamond's wholesaler when they anticipate the FDA approval of new generic medications. This information is provided to the medical director for review when assessing a medication's formulary status.

Duration-Based Formulary

A unique feature of Diamond's formulary management is our ability to provide a duration-based formulary in addition to a list of approved medications. A duration-based medication entry is coded in our dispensing software so that the medications formulary status is of limited duration. For example, a medication can be coded as non-formulary if prescribed for up to 10 days, but coded as formulary if prescribed for more than 10 days. Diamond currently uses a duration-based formulary to manage costs, and patient safety, with non-steroidal anti-inflammatories (NSAIDs), muscle relaxants, and proton pump inhibitors (PPIs).

Formulary Management

Formulary models now require the engagement of a pharmacist with formulary management at the ground level to make alternative treatment recommendations to your providers. Historically, the pharmacy's role was for informational support, trend analysis, cost avoidance, operational support, and analysis of utilization data.

Diamond was instrumental in innovating the correctional pharmacy industry with our formulary management. We have over 30 clinically trained doctoral-level (PharmD) pharmacists on staff as well as four compounding specialists, a diabetes educator, an anticoagulation specialist, two certified AAHIVE expert pharmacists (whereas many pharmacies have none), and an adverse drug reaction coordinator. Our clinical and operational pharmacists have well over 700 years of combined experience in the correctional pharmacy industry.

In correctional facilities, formulary utilization with strict compliance is shown to significantly decrease total monthly pharmacy expenditures while fostering positive patient outcomes. Our formulary experts combine decades of correctional pharmacy experience with clinical excellence that is simply unavailable from other providers in the industry. Using our formulary enforcement process and alternative treatment recommendations, **your medical director can spend more time on clinical and administrative needs while leaning on Diamond pharmacists for initial non-formulary medication reviews** based on our decades of formulary knowledge and expertise specific to the correctional pharmacy industry**.**

Urgent Formulary Changes for Cost Avoidance

Unexpected increases in the price of medication can greatly affect your costs. Diamond's clinical consultant pharmacists are instrumental in minimizing the impact of any price jumps. When the price of a formulary medication increases suddenly and significantly, Diamond swiftly responds by recommending necessary changes that can control costs and ensure your staff maintains access to therapeutically appropriate products.

In the past, Diamond has acted quickly to recommend appropriate formulary changes (see table) to ensure formulary compliance and help facility staff practice cost avoidance. Diamond's account executive pharmacists are notified daily of any price changes. Based on this information and your specific utilization data, they generate reports that are emailed to your facility staff and medical director. The reports convey the impact of the price change so we can discuss your options.

Examples of Medications Prompting Formulary Changes	
Amitriptyline	Haloperidol decanoate
Carbamazepine	Mirtazapine
Chlorpromazine	Nasal steroids
Clobetasol	Nystatin cream
Gabapentin	Permethrin cream

Alternative Treatment Recommendations (ATRs)

Alternative treatment recommendations (ATRs) are provided by Diamond's clinical pharmacists for non-formulary medication orders that best meet your clinical and cost-avoidance goals. **Diamond listens to your needs and provides the services you want.** Should the Williamson County Jail wish to have routine ATRs provided by a Diamond clinical pharmacist, this is a higher-level clinical review and professional service. If requested, Diamond will provide unlimited monthly routine ATRs for the Williamson County Jail at a negotiable rate per month.

We provide ATRs for non-formulary medication orders Monday through Friday from 9:00 a.m. to 5:00 p.m. EST/EDT (on non-holidays) where a clinical pharmacist review module is contained within the current electronic health record (EHR) system used at the facility. A Diamond clinical pharmacist will review these orders for clinical appropriateness, patient safety, correctional abuse potential, and cost-effective prescribing based on evidence-based medicine and current clinical disease state consensus guidelines.

Through our pharmacist ATR continuum, educating facility-level providers regarding clinical pharmacy is one of the pillars of our design in terms of our impact on appropriate cost-effective prescribing habits. Our team welcomes routine communication by the client outside of the EHR to assist in designing a clinical ATR program that works for all parties. For example, our clinical pharmacists may apply standard client-driven non-formulary disease-state protocols/ideals when they recommend a cost-effective alternative treatment.

Depending on your health record's design, the first-line pharmacist ATR will be accessible to the provider and the medical director for their review. Our clinical pharmacists will not deny any therapy. If the prescriber does not accept the pharmacist's ATR, the prescriber always can discuss the case with the medical director. If the pharmacist reviewing the non-formulary request deems that no ATR is available and that the cost of the order is greater than the client's agreed-upon amount, the pharmacist will communicate this information to the prescriber and higher authority for a final decision on the dispensing. Depending specifically on the EHR's design, at any point in the ATR process, a designated higher authority may intervene to immediately approve or deny a prescriber's request.

If your facility does not have an EHR that can communicate medication ATRs completely electronically within the EHR, that is not a problem as Diamond can offer the following solutions:

- Deploy our Sapphire CPOE/eMAR software to accommodate ATR medication management at no additional cost for software access
- Deploy Sapphire EHR software to accommodate ATR medication management along with comprehensive healthcare record management and electronic ordering at a price to be negotiated
- Utilize an offline reporting program developed by Diamond that twice daily generates a report of all non-formulary medication orders the facility submits to Diamond that request a pharmacist first-line non-formulary medication ATR
  - ✓ The report will be reviewed by Diamond's Drug Information Center pharmacists for clinical appropriateness, patient safety, correctional abuse potential, and cost-effective prescribing based on evidence-based medicine and current clinical disease-state consensus guidelines.
  - ✓ ATR recommendations will then be provided by email to a facility-specific distribution group created by Diamond that includes facility-level personnel, facility-level prescribers, and the medical director or designee assigned to the non-formulary medication-approval process.

If these solutions are not appropriate, Diamond will collaborate with the Williamson County Jail to develop an acceptable process or program to best fulfill the pharmacist ATR initiative.

Non-formulary requests submitted after 5:00 p.m. EST/EDT on Friday will be reviewed by Diamond as a priority request on Monday morning. If the situation cannot wait until a review is conducted on Monday, the request may be faxed or transmitted to the Diamond emergency prescription request line for an immediate fill from a local backup provider or can be submitted to Diamond as a bridge request in accordance with your facility's policy and procedures.

Diamond will track recommendations made to your facility over time to provide statistical reports on the program's impact on non-formulary usage and cost, if requested. **Diamond's Drug Information Center clinical pharmacists conduct over 5,000 ATRs per month, which saves Diamond customers over $2.5 million annually or approximately $42.00 per recommendation per prescription.**

Formulary Reports

✓ Web-file access to reporting is one of the many ways Diamond has innovated correctional pharmacy as the industry first-mover regarding reporting capabilities.

Formulary management reports (FMRs) are provided monthly. They are a modular combination of Excel spreadsheets and charts that illustrate monthly expenditures, usage, prescribing habits, and trends. The FMR system contains nearly 400 custom reports and charts and over 400 yearly trend figures. Diamond customizes your facility's FMR to your specific needs and the specific parameters you want to target as indicators. After the custom FMR is created, the file can be immediately posted to our web file manager account for instant retrieval by designated members of your team. Access to the web file manager is secured with usernames and passwords. Web file manager access is a value-added service provided free-of-charge by Diamond.

Diamond also provides a formulary exception report that lists all non-formulary medications prescribed during a particular period and the data can be sorted by prescriber, medication name, and patient. The report contains the medication's name and strength, dispense date, inmate name and number, prescriber, cost per prescription, order stop date, primary therapeutic class, secondary therapeutic class, formulary status indicator, and total cost per medication dispensed. This information is always accessible in our free Online Reporting Program (ORP).

We also created specialty reporting that is auto-generated and emailed to facilities daily to alert your staff of all non-formulary items that are to expire within 10 days of the report. This report allows your staff to procure and submit a new order and a new non-formulary request in advance of the current order expiring. Your facility can use this daily report to prevent delays resulting from a current non-formulary authorization not being on file at the time of order dispensing.

Information and Education

✓ Keeping your providers and staff informed is one of the many ways Diamond provides the greatest value to our clientele.

Diamond provides medication information and educational materials to prescribers, nurses, officers, and administration on topics such as medication therapies, side effects, and proper administration of medications.

Customized In-Service Training

Diamond provides training for nurses, technicians, prescribers, and officers on a wide variety of topics. The training is tailored to ensure operational and regulatory compliance and enhance staff knowledge. The topic list is virtually unlimited. Some of the most popular topics include pharmacy service procedures, medication pass, medication utilization, medication charting, accountability, medication storage and security, new medication updates, medication management, medication side effects and interactions, proper medication disposal or destruction, and management of controlled substances.

Educational Library



Your facility can borrow any of over 300 titles from Diamond's extensive healthcare lending library. Materials can be borrowed, viewed by your facility personnel, copied, and returned to Diamond when finished, free of charge.

The educational library includes various medical topics. Some of the most popular topics include IV infusion, medication information, nursing skills, respiratory issues, universal precautions, HIV, and diabetes. They are suitable for various educational levels and contain information appropriate for inmates, security, nurses, and prescribers.

Product and Regulation Announcements

Diamond provides routine information on new medications, generic medications, backordered medications, therapies, side effects, proper administration of medications, etc. In addition, Diamond automatically sends memos to your facility when a medication's color or imprint changes or when new generics are released. Regulatory information is sent to your facility as soon as it is issued.

Monographs

Facility personnel can print patient medication information monographs directly from our free web-based Online Reporting Program (ORP) 24/7/365 in either English or Spanish. These monographs outline the medications' classification, usage, administration, and side effects. They provide the most accurate and timely information about medication classifications, usage, administration, and side effects in an easy-to-read format.

Reference Manuals

Diamond can provide your facility with medication reference materials such beyond-use reference guides and lists of the following medications:

- Controlled-substance medications
- Should-not-be-crushed medications
- Medications that cause heat sensitivity
- Medications that cause photosensitivity

We also can provide metric conversions, information on poison antidotes, and poison prevention hotline information. Books and publications can be purchased on behalf of your facility and billed as a pass-through charge.

Information Exchange

Because of Diamond's large customer base, we can provide you with contacts from other facilities to initiate the exchange information between facilities. When you have questions or want to interact with healthcare professionals from other facilities, let Diamond know and we will match your request with an appropriate person at another facility.

Issue Escalation & Resolution

We truly believe that your business is earned through trust and responsiveness, and Diamond has the proper levels of issue escalation in place to meet those demands.

If you have any facility-level concern that cannot be addressed to the satisfaction of facility management by your veteran order entry technician(s), your staff has direct access to Technician Department Supervisor Vanessa Henry. Vanessa serves as the primary supervisory contact for issue escalation. She has been employed by Diamond for 19 years, and she has served as departmental supervisor for 18 years. She is well versed in order entry, order transmission, and facility reporting.

In rare cases when facility administrators and personnel require an additional response, your pharmacist account executive, Tammy Conroy, RPh, is available. She will be the primary point person for any issues or concerns generated at the administrative level and will address all concerns and provide suggested solutions.

Issue Escalation & Resolution

Technician

↓

Technician Department Supervisor
Vanessa Henry

↓

Pharmacist Account Executive
Tammy Conroy, RPh

↓

Diamond's Owner & COO
Mark J. Zilner, RPh

In the highly unlikely event that your pharmacist account executive does not provide an amicable resolution to your concern, you always have direct access by cell phone or email to Diamond's Owner and Chief Operating Officer, Mark Zilner, RPh. Running a family-owned business, the Zilner family of pharmacists remain fully engaged with daily operations. Mark is readily available to ensure that concerns are resolved and your facility experiences the highest level of customer service and satisfaction.

Pharmacy and Therapeutics (P&T)

Tammy Conroy, RPh, will serve as an active member of your facility's Pharmacy and Therapeutics (P&T) committee and will chair the meetings upon request. Participation in these meetings is a vital component of Diamond's cost-containment and formulary management program. **We recommend a quarterly P&T meeting.**

P&T meetings allow our organizations to work collaboratively as a team, continually raising the standard of excellence through improvements to your policies and procedures. We also focus on reducing the cost of care by comprehensively analyzing clinician-prescribing trends during the past quarter. Your pharmacist account executive will assist your P&T committee in forecasting pharmaceutical utilization and medication costs so you can stay within or below budget.

You will have access not only to your experienced pharmacist account executive, but also to Diamond's exceptional Clinical Consulting Department and Drug Information Center. Our clinical team comprises several Doctors of Pharmacy, registered pharmacists with extensive correctional pharmacy experience, two AAHIVE expert pharmacists, a Certified Diabetes Educator, a Certified Registered Nurse Practitioner (CRNP), a certified Anticoagulation Specialist, and two pharmacists with expertise in 340B program management.

We will truly enjoy participating as a member of your P&T committee. These meetings provide an excellent forum to do the following:

- Review overall medication costs and utilization
- Review the costs and proper usage of non-formulary medications
- Review inspection findings
- Review compliance with regulatory standards
- Focus on traditionally high-cost therapeutic categories such as HIV, Hep C, injectable psychotropics, factor products, immunologicals, and specialty medications
- Discuss industry news that may have an effect on your facility operations and overall pharmacy program management
- Present evidence-based research and disease-state management protocols and updates

Diamond's customers appreciate the work we do to save them money, improve patient outcomes, and increase operational efficiencies, particularly during this time when financial resources are limited. During our P&T meetings, Diamond also reserves a small segment for new or emerging market trends in pharmacy. We present or discuss with the committee a sample of new pharmaceuticals by medication or therapeutic class that have or will soon be released by the FDA.

A prime example of market trend analysis is the field of specialty pharmacy, which covers newer biological agents for multiple sclerosis (MS), oncology, peripheral arterial hypertension (PAH), HIV/HCV, neurology, and rheumatology. Diamond produces a presentation for the newer agents coming to the market and covers dosing, side effects, monitoring, monthly cost, and potential budgetary impact to the Williamson County Jail over time. New pharmaceuticals could potentially increase your overall pharmacy costs tremendously if not properly managed.

Pharmacy Forecasting

As a true pharmacy partner, we realize that our customers need reliable and accurate forecasting to alleviate their budgetary concerns. Diamond developed a reporting tool that allows our customers to project future medication costs based on their clinicians' current prescribing practices. The tool compares current costs to the costs of the same medications dispensed at earlier times to determine highly accurate inflationary indices.

Your pharmacist account executive receives daily price alerts so when a price increase is expected or identified, he or she will run additional reports to estimate the financial impact on your operations and to recommend therapeutic alternatives that can be utilized.

Diamond's Drug Information Center pharmacists stay abreast of industry trends and clinical news. This allows us to alert our customers to brand name medications that will soon become available generically and to alert our customers when medications whose prices have recently increased will soon be made by single-source manufacturers.

By staying ahead of the industry curve, we help our customers forecast accurately and stay on budget despite unforeseen pricing volatility.

Recalls and Backorders

Diamond has four staff pharmacists dedicated to addressing manufacturers' recalls and medication backorders.

When Diamond is notified of a recall, the team immediately reviews Diamond's current inventory and removes the item identified in the recall. In addition, our software provides reports that list patients who received the recalled medication. Diamond's quality assurance team then notifies all relevant prescribers and other facility personnel according to pre-established protocols and procedures. When the recall is issued, Diamond notifies all customer facilities by fax and email.

Our pharmacists also check backordered items on a daily basis. If a backorder appears to be lengthy, pharmacists investigate alternative supply lines. In addition, alternative medications are presented to your prescribers for consideration. Backorder memos are automatically sent to your facility each month. This documentation serves as a guide to alert prescribers before they write new prescriptions of backorder status and available alternatives.

Additional Services & Products

In addition to medication dispensing and comprehensive pharmaceutical services and products detailed in our proposal, Diamond offers a complete line of competitively priced ancillary services including the following:

Individualized Development of Patient Care Plans

With appropriate access to the patients' full medication chart, Diamond will work to help manage high-risk and high-cost patients on a **case-by-case** basis with the development of individualized care plans, if requested. Our goal is to develop a care plan that will reduce unnecessary hospitalizations, reduce adverse medical events and drug reactions, reduce poly-pharmacy, and increase positive clinical patient outcomes. If the Williamson County Jail is seeking individualized development of patient care plans, Diamond offers this service at a negotiable price.

Tele-pharmacy

Diamond will provide targeted tele-pharmacy clinical consultations through videoconference for complex and high-acuity patients when requested, including direct adherence counseling for patients. This program would typically be used in areas where the client believes a specific provider or patient needs these specific services and with high-cost avoidance potential. These consultations are billed per request at a negotiable price

On-Site Clinical Pharmacists

Our experience over the past 35 years indicates that on-site clinical pharmacists at correctional facilities will add unnecessary budgetary costs to a well-managed pharmacy program. However, we have seen cases over the years where systems will request a regularly scheduled on-site pharmacist (or several on-site pharmacists) for clinical services.

In these cases, Diamond will work with your team to assess the true needs of the customer. As previously mentioned, this program would typically be used in areas where the client feels that a specific provider or patient needs these specific services with high-cost avoidance potential and direct live on-site visits are deemed necessary. If we determine that an on-site clinical pharmacist is required either through law, accreditation, contract requirement, or the high-cost avoidance potential, the costs for providing on-site pharmacists will be negotiated based upon the specific client needs and the number of pharmacists needed in the system. Pricing will be negotiated on a case-by-case basis if coordinated through Diamond.

Medical Equipment and Supplies

Diamond offers latex gloves, exam table paper, bandages, test strips, braces, crutches, wound care products, walkers, wheelchairs, hospital beds, urologicals, etc.

Healthcare Products

Diamond offers aspirin, acetaminophen (Tylenol), shampoo, soap, hand lotions, disinfectant cream, toothpaste, individual unit-dose packets, etc.

Respiratory Therapy Services

Diamond provides access to our staff of respiratory therapists and technicians and a complete line of products and equipment.

Correctional-Specific Electronic Health Record (EHR) / Electronic Medical Record (EMR) System

If the Williamson County Jail is interested in a complete electronic health record (EHR) / electronic medical record (EMR) system, Diamond offers a full correctional-specific EHR at a price to be negotiated.

InnovaHealth

InnovaHealth is a Diamond subsidiary that provides mail-order prescription dispensing services at a separately negotiated price.to employee group benefit programs and other clients in need of mail-order patient prescription services

Diamond Software Systems



Electronic Ordering with Sapphire

Diamond is offering the Williamson County Jail a proprietary web-based software application—Sapphire computerized provider order entry (CPOE)—that provides a professional, easy-to-use, innovative computerized medication order-entry system. Your staff and administrators will enjoy the extensive features and numerous benefits of ordering online through our user-friendly Sapphire system.

Hosted Solution

Sapphire is a completely hosted solution, which means that no on-site hardware server is required to access and use the system. Sapphire has a robust backup, recovery, and redundancy system to deal with power outages, hardware issues, offsite storage, threat protection, and network outages.

Benefits of a Hosted Solution

Reliability – Our hosted solution brings with it a load balanced architecture, redundancy across data centers, and 99.95% up time. In other words, we are responsible for ensuring that our software is always running and the application is available to our customers.

Maintenance – Ongoing maintenance, upgrades, and system monitoring require IT resources and an internal commitment to maintain new releases and patches. With a hosted software solution, you can keep your internal resources focused on important projects and leave the ongoing maintenance items to our team.

Help Desk – Reduce the incoming calls to your IT help desk and/or give them access to our support, for ideas and best practices along with support.

Cost – Traditional software implementations can cost large sums of money after adding up implementation fees, hardware, licensing, and ongoing maintenance costs. Hosted software solutions help facilities realize a lower total cost of ownership with benefits such as the followings:

- No need to hire extra IT staff
- Faster implementation time
- Little to no involvement from your IT department

Lower risks – Since the initial costs of starting a hosted project are much lower than are those of locally installed software, the financial considerations are limited, and a decision to rollback or switch to different software is easier. The investment made in a hosted system is minimal. You are not burdened with the hardware, operating systems, software, and IT personal if you decide to switch to another solution at some point in the future.

Features & Benefits of Diamond's Sapphire CPOE System

In-house development, maintenance, upgrades, and support through our on-site programmers and IT professionals

- One point-of-contact versus multiple vendors to provide solutions
- Software provided free-of-charge when your facility purchases all medications from Diamond and submits all orders to Diamond using the Sapphire system

No software contract

- Not being locked into a system allows flexibility to your administration with any change of vendors

Cooperative development, **s**tandard customizations, upgrades, and enhancements

- System that meets your needs and specifications
- No additional fees for requested enhancements and software updates
- Diamond making all necessary modifications and enhancements to software on a regularly scheduled 6-week sprint—based on suggestions and requests from our customers and

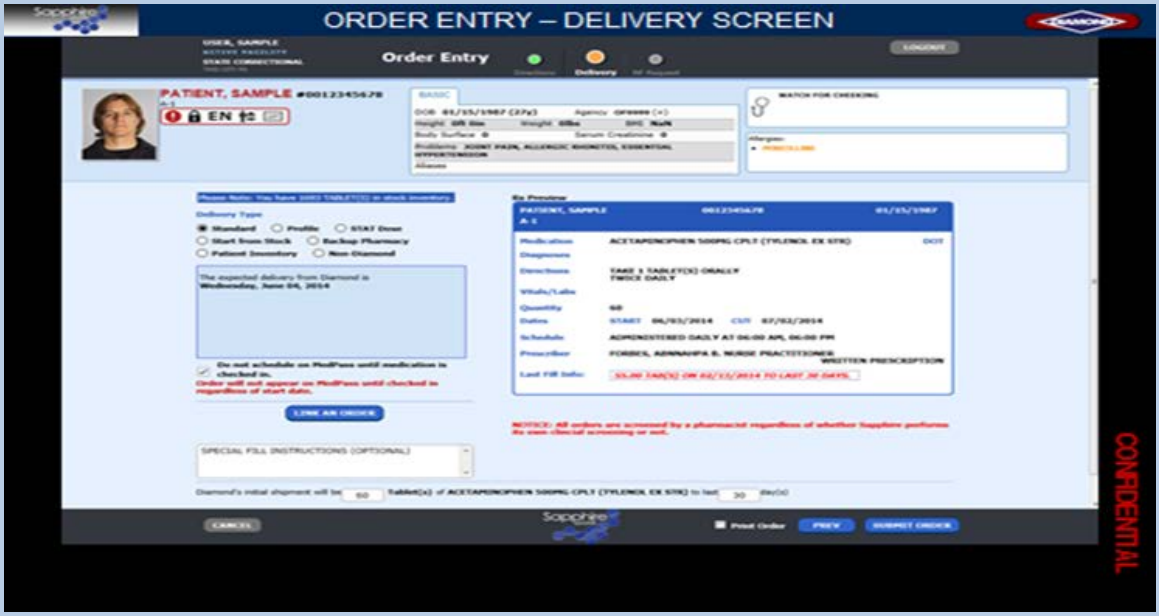
Secure Internet server and 256-bit encryption of all offline med pass data

- Full compliance with HIPAA regulations
- Secure and private data submissions and storage
- Exchange of data and information secured by HTTPS protocol

Password-protected access from any web-based computer

- Users can access Sapphire from any web-based computer, whether on-site at the facility or off-site, giving full access to patient profiles, medication orders and history

Diamond provides system access, routine upgrades on a 6- to 8-week cycle, on-site training, 24/7/365 support, and a jail management system (JMS) interface free-of-charge.



Sapphire provides a user-friendly interface.

User-friendly interface

- Faster ordering of new prescriptions and stock medications
- Easy reordering, extending, or discontinuing all medications
- No more peel-off labels that need faxed to the pharmacy for refill processing

Real-time electronic order transmission

- Easy initiation and documentation of OTC, stock, and emergency medications
- Improved clarity over paper orders and elimination of transcribing errors
- Increased accuracy over faxed order sheets that are difficult to read and interpret
- Time savings from the elimination of paper physician order sheets (that are traditionally faxed throughout the day by your staff who could be performing other healthcare related activities)
- Increased efficiency in the medication ordering, packaging, and delivery workflow process, allowing sooner deliveries and increased operational efficiency at your facility

Drug utilization review at the point-of-order entry

- Providers can clinically screen the order and prevent delays in initiating therapy
- Decreased drug-drug interactions, allergic reactions, duplicate medications, and other therapeutic interactions as your clinicians see the same consultative software as our pharmacists

Viewing patient profiles before transmitting an order

- Prescribers can quickly and clearly view a patient's active and inactive medication profile before prescribing new medications



You can view patient profiles at any time, including before prescribing new medications.

Most commonly used directions for specific medications provided during ordering

- Users can increase their data entry efficiency by viewing and selecting the most commonly used directions for the medication selected (for example, insulin sliding scales and complicated directions)

Protocol orders containing both medication orders and patient vitals

- Prescribers can enter their own standing orders and protocols for complicated therapy medication protocols (opiate withdrawal or alcohol withdrawal)

Quick reorder and refill queues

- Increased efficiency by giving users daily snapshot of what medications soon need to be rewritten or refilled

Barcode-enabled batch refills

- Allows users to either start or continue to refill medications based on barcodes to increase productivity and ensure a smooth workflow process

Automatic non-formulary alerts sent to the prescriber's queue

- Eliminates fax and/or paper formulary approval process
- Decreases the possibility of lost forms
- Improves turnaround time for approving non-formulary medications
- Allows our pharmacist to communicate completely electronically with your providers and medical director regarding alternative treatment recommendations

Advanced medication taper/titration orders

- Easily enter medication orders with tapered or titrated doses over a 30-day period

Completion of non-formulary requests online and forwarding of the approval to Diamond with the order

- Creates a faster non-formulary approval and medication distribution process
- Allows approved users to view previous and current approval log
- Eliminates the possibility of approvals becoming lost in the process
- Provides complete electronic documentation of every step of the non-formulary process

Integration with EHR systems

- Diamond currently works with several EHR companies to provide integrated systems
- The ability to use Sapphire for order entry and med pass through a single user log in while using other medical record options in a separate electronic health record (EHR)

eMAR integration designed specifically to work with our pharmacy applications

- Easy transmission of data across multiple platforms

Interface with your laboratory services provider

- Easy importation and viewing of laboratory values in Sapphire

Multi-stock order forms and electronic emergency stock order templates

- Easier and faster ordering of stock medications

OTC requests and administration recording

- Users can quickly view, administer, and document OTC medications from a pre-approved and customizable OTC medication list

Maintenance of all patient-specific and stock medication inventory

- Users can easily view and maintain patient specific and stock medication inventories through Sapphire and quickly refill stock medications
- Users can also set minimum, par, and maximum levels of stock medications



Inventory management for both patient-specific and stock medications is easy with Sapphire.

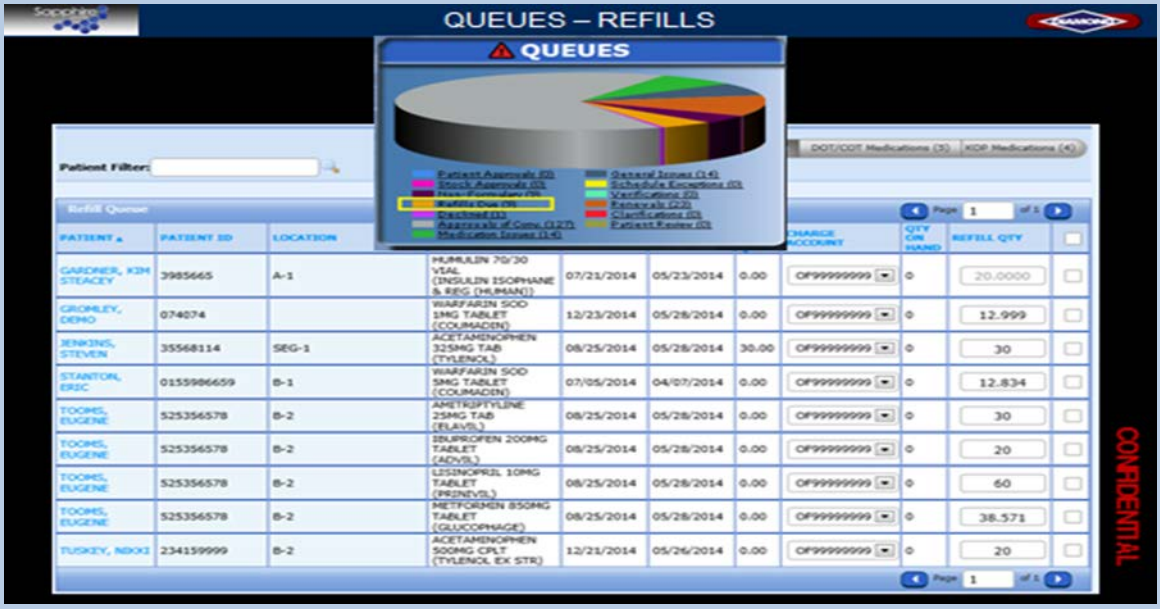
Documentation and review of vaccination and immunization records

- Logging of patient refusals on immunizations with stated reasons
- Tracking of specific medication lot numbers administered to each patient in the event of medication recalls

Sapphire Refill Process

If you use Sapphire, **the medication's actual refill due date is calculated based on the previous quantity dispensed and based on documentation of utilization from actual dispensing throughout the month that is recorded in the eMAR**. Once the agreed upon reorder point is reached, Sapphire prompts the user to submit the refill request and the order is then transmitted to Diamond.

Although most correctional systems we service prefer to have a staff member review all refill requests prior to submitting them, we have completely automated this process for customers who desire their refills to be submitted without staff intervention.

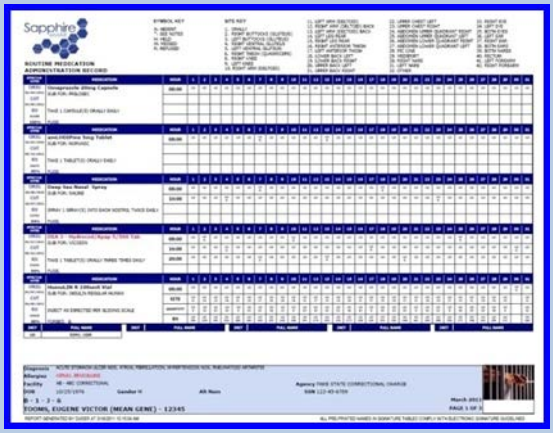


Refills are easy and efficient with Sapphire.

Sapphire eMAR (Electronic Medication Administration Record)

Sapphire eMAR is a paperless electronic medication administration record that enables your nursing staff to efficiently administer and track all medication administration functions. This software has extensive capabilities and is a significant upgrade from paper MARs. **We offer Sapphire eMAR at no charge when your facility purchases all medications from Diamond and transmits all orders using the Sapphire CPOE system.**

The software displays on screen all medications that are due for a selected med pass by patient, location, and medication (for example, patients in a particular cellblock using risperidone). This functionality eliminates the need for nursing staff to search for the appropriate paper MAR in a binder and locate the proper medications or schedule.



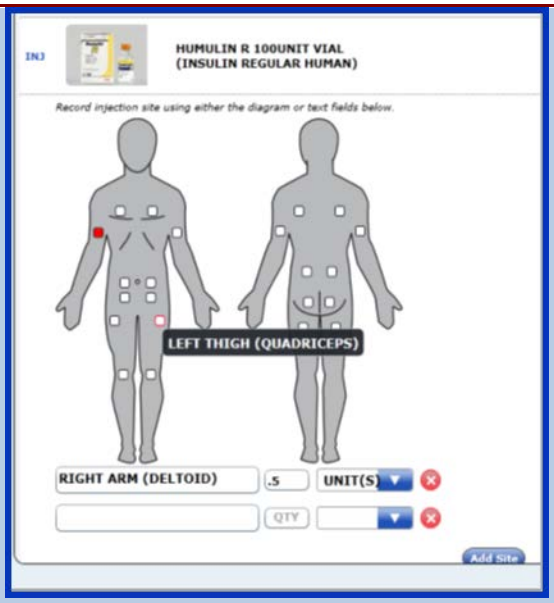
***Sapphire eMAR** is a paperless electronic medication administration record that your nursing staff can use to efficiently track all medication administration functions.*

✓ Sapphire is provided free-of-charge to the Williamson County Jail when all medications are purchased from Diamond and all orders are submitted using the Sapphire system.

The Sapphire eMAR medication management system provides several other easy-to-use medication-recording features:

- The barcode on the medication and patient's wristband/badge can be scanned to provide an electronic recording of the actual medication administration date, administration time, and the nurse's initials.
- For specialty units such as a psychiatric unit housing patients without wristbands/badges, the system allows the patient's number to be entered manually.
- KOP charting is available for the duration of the prescription, with custom KOP policies for your facility to keep staff informed of the medications that are KOP-eligible.
- A paper med pass list can be printed in an easy-to-use grid format, sorted by patient and unit, and providing all medications and administration times. (A paper med pass list is an efficient way to inform security staff of patients who need to report to the med line for stock medications.)
- A list of patients who missed the regularly scheduled med pass can be generated so those patients can be easily identified and called to receive their medications prior to the nurse leaving the area.
- Your staff can indicate reasons a medication was not administered (for example, a patient refused or dropped the medication, a patient did not show up, and a patient was at court).

- Throughout the med pass process, the system provides you with the percentage of the med pass that has been completed, by entire population and individual cellblock.
- For remote med pass or in areas without Wi-Fi, staff can work off-line with a laptop and synchronize later, when Internet access is restored.
- Sapphire archives 24 hours of previous med pass information in the case of power outage or Internet down time.
- Injection location is electronically charted.



*Sapphire eMAR can chart **injection locations**.*

Sapphire will quickly become an integral part of your quality assurance process. With Sapphire, you monitor compliance levels customized by your preference across any parameter or time. For example, you can examine a list of patients who missed three doses in the last month, the reasons they missed med pass, and their locations.

Sapphire eMAR eliminates month-end MAR changeovers, saving you time and money.

Diamond's Sapphire eMAR medication management system will save you and your staff a significant amount of time. **Our software eliminates the month-end paper MAR changeover because all medication orders and changes are automatically updated throughout the month.** Several of Diamond's largest customers such as the Pennsylvania, Virginia, and Minnesota DOCs have reduced med pass time by 50% or more and have eliminated the time—**and associated personnel costs**—previously devoted to monthly MAR changeovers. With Sapphire eMAR, reviewing MARs for accuracy or arranging them in new binders at the end of every month is simply unnecessary.

Five Rights of Medication Administration

Sapphire eMAR helps your nurses comply with established nursing standards regarding the "Five Rights of Medication Administration."

- **Right patient** is achieved by scanning patient wristbands and viewing patient profile photos at the time of administration.
- **Right drug** is achieved by scanning the barcode label on each blister card.
- **Right dose** and **right route** are achieved at the point-of-order entry by using the integrated Medi-Span consultative database.
- **Right time** is controlled by Sapphire, in that only medications ordered at a specific medication pass can be displayed during that medication pass time. Administering a medication not ordered for that medication pass is not possible.

Online Reporting with Sapphire

Nurses, executive prescribers, administrators, pharmacists, and other authorized users can easily look up patient profiles using our Sapphire web-based medication management system. On-call prescribers with an assigned user name and password can view patient histories from their home or remote office without needing to speak to nurses or manually search for paper documents**.** From any web-based computer, your staff has immediate access to all dispensing information. You can search by patient, prescriber, formulary status, medication, drug class, etc.

Sapphire can export results to Microsoft® Excel for you to sort data and to Adobe® Acrobat for you to print reports on-demand. Because Sapphire was designed internally by Diamond's IT staff, its reporting function can be customized and upgraded specifically to meet your facility's needs.



Almost any type of medication usage report can be quickly and easily generated using Sapphire.

Sapphire is not a substitute for Diamond's monthly management reports or any impromptu reports that the company provides. However, it greatly enhances your reporting capabilities by providing **on-demand** reports for your staff.



Your facility staff can generate the reports you need and use, such as this active compliance report, at any time using Sapphire.

Sapphire Training

If your facility wishes to implement our Sapphire computerized provider order entry (CPOE) and eMAR system for medication management, you will be introduced to a Sapphire transition specialist who will oversee your facility's transition and training. Sapphire is not a beta-system; **Diamond has successfully implemented this training and orientation at over 250 facilities nationwide.** Our transition specialists typically are on-site for 3 days, which allows them to exceed the training requirements of your staff.

Initial training consists of web-based training modules that are specific to each Sapphire task. Once users complete the modular training, they continue our web-based training in a simulated sandbox atmosphere. The sandbox remains available to any associate who later wants to participate in refresher training. When the modular training is complete, transition specialists visit each facility so they can be **on-site** for the transition and go-live of the Sapphire system. Additional training is conducted on-site to ensure facility staff and facility power users have the most complete understanding of all aspects of the electronic medication management system.

Sapphire Customer Support

Our 24/7/365 toll-free support line is available to help you with any concern your facility's power users cannot resolve. Throughout the day, overnight, on weekends, and on holidays, our customer service representatives are always available to address your concerns.

Sapphire Demonstration

An onsite or online (webinar) demonstration of our Sapphire system will gladly be provided to your staff during the evaluation process or prior to award. During this comprehensive demonstration, you will see first-hand how Sapphire is the most dynamic and robust CPOE and eMAR system in the correctional pharmacy industry.

Electronic Delivery Reconciliation & Inventory Management

✓ Our free, web-based electronic order reconciliation system is one of the many ways Diamond delivers operational efficiencies and provides additional value to customers using our technological solutions.

Diamond pioneered the concept of web-based electronic reconciliation software and was the industry first mover in deploying this software. Competitors, in an effort to keep up with Diamond's innovative spirit, have tried to piece together systems to offer their clients, but none is as dynamic, robust, or comprehensive as Diamond's system. Our **value-added standard** includes:

- Technology solutions for electronic daily order reconciliation (medication check-in)
- Electronic processing of medication returns and credits
- Electronic submission of prescription refill requests
- Electronic viewing of your daily delivery manifest throughout the day and before your order is shipped from Diamond
- Electronically management of your patient-specific and stock inventory

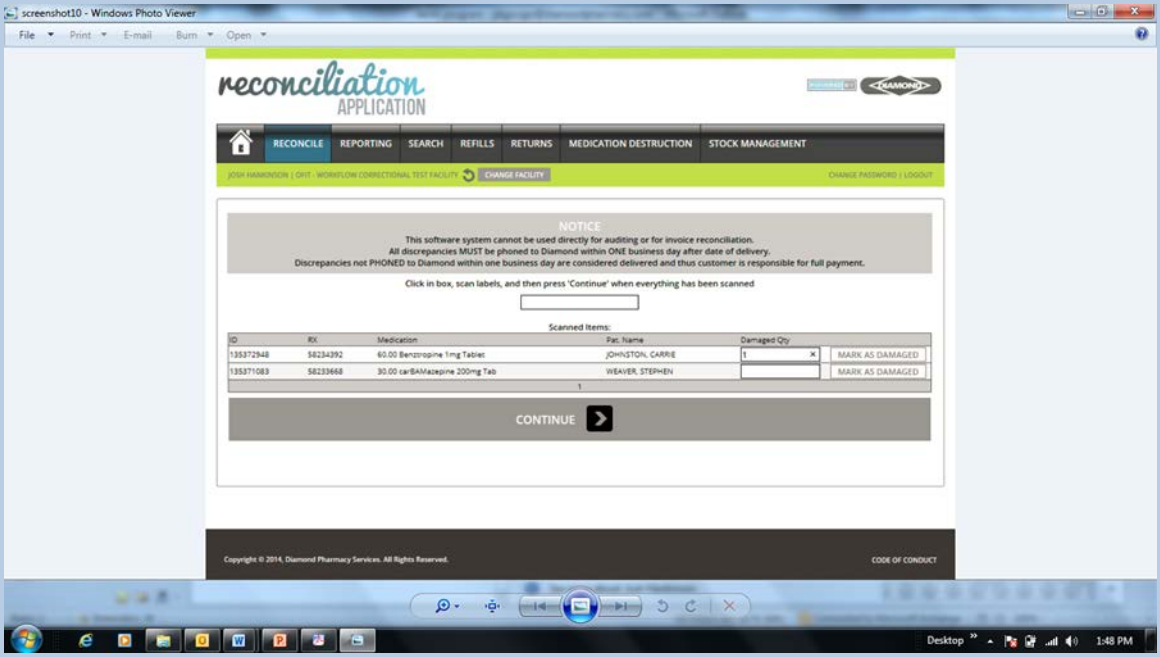
Diamond believes that technology solutions that **improve facility-level operations, decrease costs, and decrease your reliance on time-consuming manual and paper processes** provide tremendous value to your operation and your ability to effectively deliver healthcare to the inmate patients entrusted to your care.

Electronically tracking and reconciling your daily medication orders, returns, and credits will provide tremendous value by virtually eliminating the diversion of received and returned medications, as all transactions and system users are captured electronically. You will know who checked-in a particular order and who processed medication returns so you have immediate and reliable accountability of your staff. A comprehensive user manual is provided that details every aspect of the program's functionality along with additional staff training during facility orientation and transition.

Demonstration

Diamond would be pleased to provide the Williamson County Jail with a comprehensive demonstration of our technology solutions if time permits during your evaluation process.

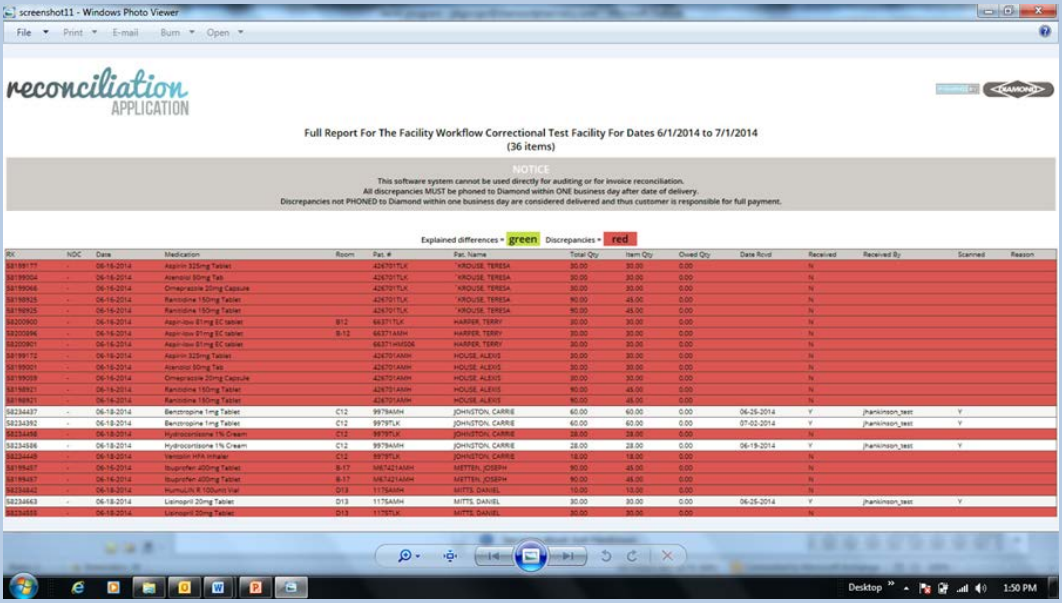
We provide these solutions to our customers a**t no additional cost**.



Your facility will proactively manage your medication orders with Diamond's electronic delivery reconciliation and inventory management system.

Reconciliation Process

With our reconciliation module of the program, you can view your order and see it as it builds during the day. It will show the items due to ship from Diamond and the items that cannot be shipped. Reasons why an item might not be shipped include the refill being ordered too soon, the medication not having any remaining refills, the medication being on manufacturer's backorder, or an order needing non-formulary approval.



With our reconciliation program, you can view your daily order and see it as it builds during the day, with the items due to ship and the items that cannot be shipped.

For order reconciliation, the process works as follows:

- Each day as your orders are received at Diamond, the medications move through Diamond's workflow management system until they are prepared for shipping.
- Each medication is assigned a prescription number and a unique identifier that is embedded in the barcoded label.
- When a medication is processed through the final workstation at our pharmacy, our electronic reconciliation program will start tracking that medication.
- As your daily shipment builds at Diamond, the prescription numbers and identifiers are fed into the reconciliation program.
- Once your order is completely filled, the medications are shipped to your facility.
- When your order arrives at your facility the next day, a staff member uses their secure username and password to log in to the system to access the reconciliation process.
- Your staff member scans each medication's barcode until the entire delivery is reconciled.
- At the end of the process, the system generates a report that lists all medications billed to your facility and notes any exceptions (medications not scanned in) from your actual reconciliation at your facility.

Resolving Shortages and Exceptions

Any medication not scanned in to the system at the facility level is listed on an exception report. Any shortages are to be resolved within 24 hours of order reconciliation. If no action is taken by your staff within 24 hours, a Diamond supervisor calls your facility with follow-up actions to close out any exceptions or to enquire why a medication was not scanned in by facility personnel.

Electronic Invoices

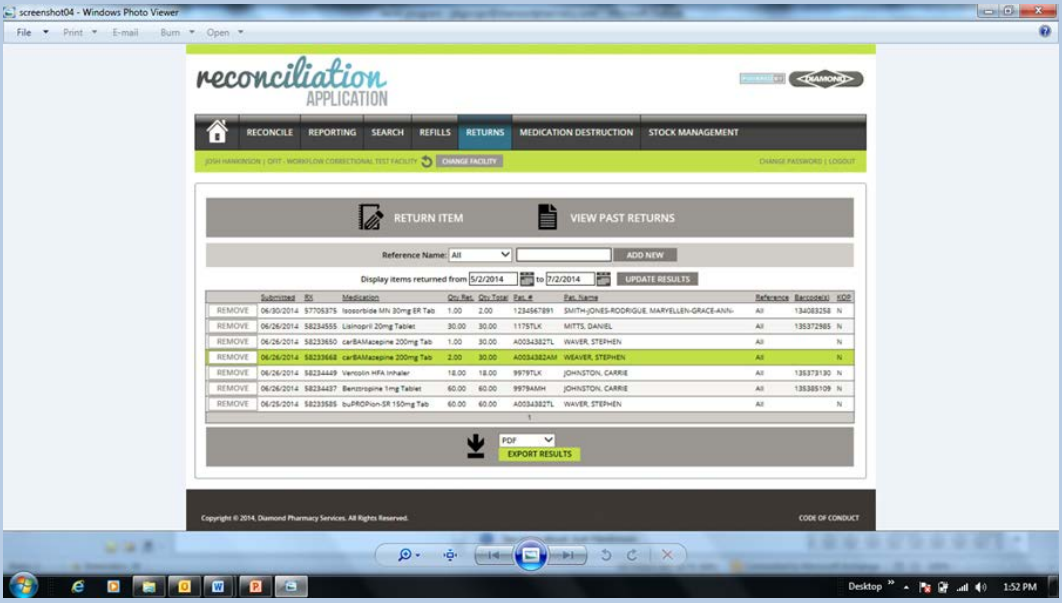
Each month, Diamond can provide your invoices electronically in Excel. You can use the invoice to compare the items Diamond billed to your facility with the items you electronically reconciled (scanned) when they were received at your facility. Any exceptions are reported to our billing department for immediate follow-up and resolution.

Medication Return Process

The medication return process also uses scanned barcodes and works the same as the reconciliation process.

- When you are ready to return medications that are eligible for credit, your staff opens that function in the reconciliation program.
- Your staff member scans the label on each medication you are sending back to Diamond for credit
- Our system captures the information, stores it perpetually, and provides you with an electronic record of all items processed under that particular medication return session.
- The data can be exported to Excel, and you can print a hard copy document for your records if you wish.
- Each month, we can electronically send our credit report to your facility in Excel.
- You can compare our credit report to your electronic file that lists your returned medications to ensure you are receiving the credit anticipated.
- Of note, although Diamond cannot take back medications for destruction and disposal, our electronic reconciliation program was enhanced to allow for medications disposed of at the facility level to be scanned into the system and accounted for to comply with security requirements.

By electronically handling all medication reconciliation and returns, your facility has an audit trail of all medications received at the facility and a complete accountability of all medications returned for processing.



By electronically handling all medication reconciliation and returns, your facility has an audit trail of all medications received at the facility and a complete accountability of all medications returned for processing

Stock Accountability

Your facility also can use our program to electronically track the assignment of stock medication cards removed from your on-site inventory, so that all utilization is concisely documented and all medications are accounted for at all times. This enhancement is a direct result of **our proactive approach to NCCHC patient safety standards that requires accredited facilities to have a mechanism in place to account for stock distribution and recordkeeping.**

Electronic Refill Submittal

Your staff can quickly submit electronic refill requests when using our program. You simply open the refill icon in the program and begin scanning the barcoded labels. **Your staff will no longer need to manually peel off a refill sticker from your prescription label, manually affix those to paper, manually copy the sheet prior to faxing, and then have to fax in a refill request that can stick to other refill sheets or get lost once received at the pharmacy.** With our electronic refill solution, orders are electronically submitted to Diamond for processing.

An added benefit of electronic refill submittal is our ability to alert your staff at the time of refill submittal if there are any issues with the refill order such as the refill was submitted too soon, the prescription is out of refills, or the refill was submitted after the cutoff date. Historically, your facility would not know until the delivery arrived at your facility if the submitted refill order was processed for dispensing. At Diamond, you will know at the point of order entry so your staff can proactively manage the refill request. Many times this results in the nursing staff needing to obtain a new order to ensure continuity of patient care. **Electronic refill capability means fewer missed medications, fewer grievances, and better patient outcomes.**

Data Storage

Our reconciliation system records the username of the individual processing any transaction (reconciliation, returns, inventory, and refills) within the system along with the exact date and time each line item is processed to allow for **proper documentation and complete accountability**. All reconciliation and return information (including prescription number, unique barcoded identifiers, date shipped, and medication name) is stored perpetually in our system to allow your management team and administration to easily search all reconciled medications for self-auditing and security purposes.

Advantages over Manual Reconciliation

Our electronic system provides tremendous value and has many advantages over manual reconciliation as we have detailed above.

Summary

✓ As you have seen throughout our proposal, Diamond works extremely hard to provide customers with quality services and tremendous value regarding customer service, pharmacy operations, clinical services, computerization, cost avoidance, and compliance with regulations.

Diamond has studied the Williamson County Jail's solicitation and we fully understand all requirements, specifications, and expectations. In fact, Diamond has similar processes in place at numerous other facilities in Texas, regionally, and nationwide.

Diamond has worked hard over the past several years on operational efficiencies, clinical innovations, and technological solutions in anticipation of Williamson County releasing this bid for pharmacy services. We have used the information and experience gained on your past procurement from 2014 to solidify our resolve, and we have committed substantial resources over the past several years to strengthen our operations while continuing to grow as a company so at this time we could provide Williamson County with the best possible bid and value.

Our proven methodologies and innovative approaches to your scope-of-work specifications will certainly provide **enhanced value and improved outcomes** in areas such as formulary management, clinical services, program support, regulatory compliance, and medication dispensing services. Diamond also delivers even **more value** to your program and mission by providing technological superiority in the areas of electronic order reconciliation and return processing; online reporting, electronic workflow reporting, electronic prescription order entry, and electronic medication pass (eMAR) capability. We also provide the most comprehensive monthly financial reporting in the industry.

Diamond will ensure continuity of patient care, a reliable delivery model, experienced pharmacist and order entry technicians—who will establish sincere relationships with your staff—and the commitment to work hard every day to greatly exceed your expectations. While other national and local bidders may promise you the world to obtain or retain your business, they honestly cannot deliver the operational, clinical, and technological services that Diamond provides.

We are excited with the possibility of transitioning your facility to Diamond and providing your staff with our products and services. With over three decades of experience and expertise in the correctional pharmacy industry, we know any transition to a new pharmacy vendor from the incumbent can be a time of unnecessary apprehension and anxiety for your staff. Diamond is the industry's longest tenured pharmacy provider. We make transitions smooth and seamless to eliminate any worries. Many times a comfort zone develops from working with a pharmacy vendor over time, and although their service may be adequate, this comfort can overshadow exciting opportunities that exist with changing pharmacy vendors and starting anew.

Your staff will not be adversely affected by a transition of service to Diamond, as the Williamson County Jail is already accustomed to an off-site pharmacy management program and many of the procedural aspects of your current operation will be the same regardless of pharmacy vendor. Orders will be transmitted to Diamond, as they are now, by the established order cutoff time. Diamond will process your orders that are received prior to your cutoff time or late orders that are phoned in, and they

will be delivered six days a week, Monday through Saturday, as they are now. Emergency orders will continue to be filled from facility first-dose starter stock or through local backup pharmacies, as they are now. As you can see, the Williamson County Jail will experience very little, if any, disruption to your current processes, but you will immediately gain **numerous enhancements and value with Diamond**.

With any new opportunity, our primary focus is to apply our 35 years of correctional pharmacy experience and expertise to best help the staff and administration at the Williamson County Jail. Throughout our proposal, we have detailed our services and capabilities. As a true partner to the Williamson County Jail, we wish to work at an even deeper level to gain full insight into your needs and current issues. Our products and services are aligned to accomplish the kind of results the Williamson County Jail seeks and expects from a pharmacy vendor.

The sincere and long-term relationships that Diamond has created with our existing clients is a result of our willingness to listen, discuss, and discern what issues really matter to our customers and then provide timely solutions. **We care about the issues our customers care about** and the problems they face, along with benefits and gain that will come to our customer from our collaborative successes in addressing those issues and solving those problems.

We understand that medication dispensing and pharmacy program management is a professional service, unlike commodity or product for which solicitations often are decided solely by the lowest price. Your evaluation team has been charged with the responsibility of analyzing and evaluating proposals to determine the strongest differentiators and best value among bidders. They will focus on factors—such as methodology, best practices, systems, and processes—that most likely have an impact over the long term. **Diamond will meet your requirements and exceed your expectations** in the delivery of high quality pharmacy services and program management to the Williamson County Jail.

With over three decades of correctional-specific pharmacy experience—not to mention decades more long-term care and retail pharmacy experience—Diamond is a vendor you can trust to properly manage your pharmacy program, to quickly and effectively deal with the unexpected, and to ensure compliance with regulatory and accrediting bodies to avoid unpleasant surprises. With Diamond, you will get more of the results that the Williamson County Jail desires the most.

We are independent and family-owned, which allows us to offer facilities the friendliest, most accurate, most cost-effective service in the correctional pharmacy industry. We do not need to report to shareholders or cut corners to meet the obligations of a publically traded company. The focus of your assigned pharmacist account executive, your order entry technicians, and our corporate administrative and technology support staff will be the Williamson County Jail.

Our proposal details several innovations, defines our qualifications, and establishes our credibility through our current and past performance serving regional, state, and local facilities of all sizes. Diamond is the firm that truly will **best serve the interests** of the Williamson County Jail to accomplish this project as defined in your solicitation.

We truly appreciate the opportunity available through your procurement to earn your trust and we hope to earn the award to become your correctional pharmacy services provider.

DIAMOND PHARMACY SERVICES

Diamond Pharmacy Services Bid

to

Williamson County, TX

September 18, 2017

Each prescription and stock piece will be billed as follows

The lower of Diamond's Usual & Customary (U&C) Price

or the following bid rate of

Brand-name and Single-source Medications = AWP less 22%

Generic Multi-source Medications = AWP less 95%

Regarding the Above Price

- On the Supplier Response From Price Sheet provided with the RFP and submitted via bid sync, please note that non-oral solids are priced per base unit metric quantity (per gram, per mL, etc.)
- Diamond's usual and customary (U&C) pricing is a more aggressive price over our proposed bid rate, as we can offer exceptionally low pricing on several commonly utilized medications due to our volume purchasing power. Our U&C pricing on certain medications can be as low as AWP less 98%.
- AWP is defined as Average Wholesale Price at the time of dispensing, as updated by Medi-Span®.
- Since AWP is a published rate, it may fluctuate (increase and decrease); however, our proposed discount to AWP will remain fixed and firm throughout the term of the contract.
- Single-source medications are generic entities that are provided from a single manufacturer.
- Maintenance medications are dispensed in a routine 30-day supply.
- Acute medications are dispensed in the quantity as written by the prescriber
- Medications are dispensed in 30-count blister cards with one unit per bubble.
- Stock and OTC stock medications can be dispensed in manufacturer bottles, if requested

The Above Bid Rate Includes:

- All services outlined in our proposal
- Any costs associated with the dispensing and delivery of medication to your facility from Diamond
- Startup in-service training, orientation, and ongoing training
- A pharmacist serving as the primary contact and account manager
- A pharmacist for onsite quarterly inspections where required by law or accreditation, if requested
- Pharmacist participation in quarterly P&T meetings via teleconference or webinar
- 24-hour a day, 7-day a week, and 365-day a year (24/7/365) telephone consulting
- Medication carts on loan for the duration of the contract
- Fax machine on loan for the duration of the contract
- Accurate and meaningful monthly, routine, and ad hoc reports
- No additional software charges for electronic ordering and electronic medication administration records (eMARs) if you choose our Sapphire computerized physician order entry (CPOE) and eMAR solution when all medications are purchased from Diamond and all medications are transmitted electronically via Sapphire. Please recall from our proposal that Sapphire is a web-based hosted solution, which means you do not have to purchase or provide onsite hardware or servers or increase your IT staff to deploy our system.
- No additional charges for Sapphire CPOE/eMAR routine software updates, initial training, initial jail management system (JMS) interfacing, and 24/7 IT support. Williamson County will be responsible for charges related to internet access and any ongoing JMS fees (if they are even assessed by the JMS company).
- No additional cost for two laptops provided on loan for the deployment of Sapphire CPOE/eMAR. Hardware replacement will be covered according to the original manufacturer's warranty. Replacement of any laptops not covered under original manufacturer's warranty or damaged due to negligence or misuse will be the responsibility of the facility.
- Access to Diamond's free web-based electronic reconciliation (medication check-in and credit) program
- No additional cost for one handheld tethered scanner provide on loan to be used for electronic medication reconciliation (check-in) and medication return processing, if requested
- Access to Diamond's free web-based Online Reporting Program (ORP) and utilization dashboard

Additionally:

- If Williamson County is seeking a comprehensive electronic health record (EHR) / electronic medical record (EMR) solution, Diamond offers an EMR/EHR at a negotiable price.
- For any pharmacy interfaces, including those for prescription transmission, with other EMRs/EHRs or third party vendors, Diamond will be responsible only for interface charges and programming required on Diamond's end of the interface.
- Any transmission fees or submisison fees or other fees and charges which are charged by an EHR/EMR, switch company, or any other company not specific to the above will be billed as a pass-through charge
- Diamond will retain and reserves all rights, title, use, control, interest in and ownership of its assets including, but not limited to, its software, reporting, packages, and user documentation; operations, procedures, and strategies; formulary and clinical services; manufacturer, wholesaler, group purchase, and vendor contracts and resultant data and information; patient, claims, and drug utilization information; trademarks and service marks.
- Backup pharmacy services will be billed as a pass-through charge at the contracted backup pharmacy's rate—as billed through a pharmacy benefit management (PBM) company—plus the backup pharmacy's delivery charge or on-call charge, or the taxi or courier charge, if applicable.
- Inspections or facility visits more frequent than quarterly will be billed as a pass-through charge.
- If your facility requires fewer days' worth of medication in a routine supply, or if you require packaging other than blister cards, a newer rate will be negotiated.
- All medications and over-the-counter (OTC) items that the facility purchases, except backup orders that Diamond submits to local pharmacies on your behalf, must be purchased from Diamond.
- Durable medical equipment (DME) and medical supplies are billed at Diamond's correctional pricing, and prices will be quoted on a case-by-case basis, when requested.
- Medications will not be discounted and sold below cost. If our proposed discount to average wholesale price reduces the price of the medication below Diamond's actual acquisition cost, the medication will be dispensed at Diamond's actual acquisition cost plus a dispensing fee of two dollars and ninety-five cents.
- Specialty pharmaceutical items - those items that are not available through primary wholesalers that must be ordered through specialty channels, drop shipped, and/or that require pharmacist or other intervention to procure, such as, but not limited to plasma products, factor products specialty vaccines, medications with REMS requirements, limited distribution medications, and chemotherapy agents are invoiced at the price charged to Diamond from the specialty pharmacy plus ten percent.
- IV Medications are billed at the Average Wholesale Price (AWP) per ingredient as published by Medi-Span, plus five dollars per piece.
- Total Parenteral Nutrition (TPN) Products will be billed at Diamond's Actual Acquisition Cost per ingredient plus a dispensing fee of seventy five dollars per bag.
- Non-sterile compounded medications will be billed at Diamond's Actual Acquisition Cost per ingredient plus compounding labor plus twenty dollars per piece.

- With appropriate access to the patient's full medication chart, Alternative Treatment Recommendations (ATRs) as detailed in our proposal response are provided by Diamond's clinical pharmacists for non-formulary medication orders. If requested, Diamond will provide unlimited monthly routine ATRs for the Williamson County Jail at a rate to be negotiated.
- With appropriate access to the patients' full medication chart, Diamond will work to help manage high-risk and high-cost patients on a case-by-case basis with the development of individualized care plans, if requested. Diamond offers this service at a rate to be negotiated.
- Diamond will provide targeted tele-pharmacy clinical consultations through videoconference for complex and high-acuity patients. If requested, these consultations are billed at a rate of seventy five dollars per hour with a one hour minimum required.
- If it is determined that an on-site clinical pharmacist is required either through law, accreditation, contract requirement, or the high-cost avoidance potential, the costs for providing on-site pharmacists will be negotiated based upon your specific needs and the number of pharmacists needed in the system.
- Medications dispensed under a 340B program will be billed under a separately negotiated rate (to be determined) if we are able to successfully establish a program with your facility and a covered entity.
- If the services of a reverse distributor become necessary for the disposition of controlled substances, those charges will be billed as a pass-through charge at the reverse distributor's contracted rate or at Williamson County's expense if you contract directly with the reverse distributor.
- If the services of a waste company become necessary for the disposition of hazardous and non-hazardous pharmaceutical waste, those charges will be billed as a pass-through charge at the waste company's contracted rate or at Williamson County's expense if you contract directly with the waste company.
- Shipping costs are included as part of our bid rate. Diamond utilizes a preferred shipping partner. If a common carrier other than our preferred shipping partner is requested, those costs for shipping will be billed as a pass through charge.
- Payment by credit card or purchase card will be assessed a three percent convenience fee.
- Invoicing will occur monthly. Payment shall be made by wire transfer from Williamson County to Diamond within thirty days of receipt of invoice by County. A finance charge of one and one-quarter percent per month will be charged on all amounts received thirty days past the end of the billing cycle.
- Williamson County is responsible for all applicable sales, use, lease, ad valorem, and any other tax that may be levied or assessed by reason of this transaction, unless your facility provides a tax exemption certificate (blanket or transaction specific) to Diamond in a timely manner.

Credit on Returns

Due to the costs resulting from inmate turnover and medication changes and due to the rising price of medications, Diamond realizes the importance of issuing credit on returned medications. We are offering credit on oral solid medications in full and partial blister cards at 100% of the medication actual acquisition cost at the time of dispensing less a ninety-five cent processing fee per returned card. **There is no card value minimum cost for a medication to be eligible for return.**

Acting as your partner in helping reduce waste and costs, when and where permitted by the State Board of Pharmacy and the U.S. Food and Drug Administration (FDA), Diamond offers credit on oral solid medications in full and partial blister card medications returned to us, provided the medications:

- Remain in their original sealed blister packs
- Have been stored under proper conditions
- Are not defaced or have been adulterated
- Are not within 3 months of expiration
- Are packed as one full unit per blister
- Have not been released to the inmate population or labeled/dispensed as keep on person
- Are not controlled substances
- Have not been billed to a private insurance, third party, USM, ICE, 340B, or Medicaid

Diamond offers credit on full and partial blister cards.

Diamond is responsible for shipping costs for all returned medications and provides your facility with prepaid preaddressed FedEx Package Returns Program (PRP) or UPS Authorized Return Service (ARS) labels. These labels are simply affixed to the return box, which is handed to express delivery personnel during their normal pickup/delivery to your facility.

In 2016, Diamond provided $18.9 million in credit to our customers.

Controlled substance medications and opened partial stock medications cannot be credited per federal regulations. Credits are issued on medications based upon the professional judgment of a Diamond pharmacist and not exceeding the current market value of the medication. Liquids, injections, topicals, medications dispensed in vials, and inhalers are not eligible for credit. Blister cards that are dispensed with half tablets or with more than one single unit per individual bubble of the blister card are not eligible for return. Oral solid medications dispensed as Brand Medically Necessary or Dispense as Written will be credited at the actual acquisition cost of the generic equivalent. Oral solid medications returned in originally sealed manufacturer's containers will be eligible for credit in accordance with the policy above. Returns received at Diamond, during the term of the contract, by the 15th of each month will be credited on the next invoice for that calendar month. Credit memos will be deducted from payment of the oldest outstanding invoices. Medications ineligible for credit will not be returned.

Final Note

Diamond is offering a very aggressive discount to AWP, hoping to secure a contract opportunity with your facility. We believe that Williamson County will find Diamond to be the most advantageous pharmacy services provider that will best serve the interests of the Williamson County Jail.

We truly believe that our clinical services, operational efficiencies, technological innovations, proactive pharmacist-centered formulary management, comprehensive ad hoc and web-based reporting, web-based reconciliation and credit processing, 340B program management, and Sapphire electronic ordering and eMAR solutions—detailed in our proposal—set Diamond apart from other national or local correctional pharmacy services providers bidding on this solicitation.

Diamond is the largest provider of correctional pharmacy services and has the largest purchasing power within the industry. With Diamond's unprecedented growth, we increased our customer base by 35% over the past couple years, and this has allowed us to negotiate even lower rates with our suppliers on both brand name and generic medications. This is the reason we can offer additional savings on select medications at our usual and customary pricing that is below our proposed discounts to AWP.

Your pharmacist account manager also receives a daily price file that allows us to swiftly notify you of significant price changes. We will maximize cost avoidance to your facility while maintaining the highest clinical standards with available alternative therapies that maintain positive patient outcomes. Please also realize that Diamond provides financial value in areas other than just pricing, such as:

- Preventing fines and disciplinary action by adherence to regulatory agencies and accrediting agencies in regard to stock distribution and repackaging services
- Strong formulary management and clinical services
- Operational efficiencies through electronic ordering and electronic medication pass
- A generous and legal process for medication returns and credits, and
- Accurate and meaningful reporting that identifies prescriber ordering trends and high cost medications

We hope there is an opportunity during the evaluation process for a live presentation to your team so we can further discuss in greater detail our innovative proposal recommendations and aggressive pricing model that is being offered.

Thank you again for your time and consideration of our proposal.

MASTER PHARMACY SERVICES AGREEMENT

THIS AGREEMENT is effective the _____ day of _____ 20____ by and between _____, located at _____, (hereinafter referred to as "___") and Diamond Drugs, Inc., aka Diamond Pharmacy Services, and/or Diamond Medical Supply, RemedyRepack, SapphireHealth, and InnovaScript, a Pennsylvania FACILITY having principal offices at 645 Kolter Drive, Indiana, PA 15701-3570 (hereinafter referred to as "DIAMOND").

WHEREAS, (FACILITY) is obligated to provide healthcare services for its correctional patients;

WHEREAS, DIAMOND contracts to provide services to correctional healthcare services companies and correctional facilities;

WHEREAS, (FACILITY) wishes to engage DIAMOND to provide services to their correctional patients;

WHEREAS, DIAMOND wishes to provide such services to FACILITY as agreed to between the Parties;

WHEREAS, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

2. **DIAMOND RESPONSIBILITIES** - DIAMOND agrees to provide prescription dispensing services, pharmacy benefit management services, software services, and medical supplies to FACILITY and to furnish all qualified personnel, equipment, materials and services in consultation with (FACILITY), necessary to perform the services described under the terms of this Agreement.

3. **(FACILITY) RESPONSIBILITIES**:

a. To pay to DIAMOND all fees for services rendered as outlined in Attachment "A" to this Agreement.

b. To furnish all legally required medication and product order information to DIAMOND on any Formulary and Non-Formulary Medications prescribed for inmates of the FACILITY.

c. (FACILITY) acknowledges that some Pharmacy Services may be billable to separate agencies including but not limited to: Federal Bureau of Prison, U.S. Marshall Service, ICE, compensation, Medical Assistance, ADAP, other counties, or other "outside sources", depending on patient eligibility. If requested in writing by (FACILITY), DIAMOND will submit eligible bills to such outside sources, and prescriptions will be billed at the Medicaid rate. In the event that any amounts billed to an outside source remain unpaid after sixty (60) days, (FACILITY) remains responsible for payment to DIAMOND. Such responsibility is independent of whether or not (FACILITY) has received payment from outside sources for any such charges.

d. It is (FACILITY)'s responsibility to provide DIAMOND all appropriate and accurate patient and billing information prior to submitting orders. Billing other agencies is provided by DIAMOND as a courtesy and DIAMOND will not be responsible for any third Party claims which are not invoiced accurately due to (FACILITY)'s failure to provide the correct patient billing information.

e. It is (FACILITY)'s responsibility to verify its invoices monthly to assure claims were billed to the proper agency on a monthly basis and inform DIAMOND of any discrepancies within fifteen (15) days of receipt of invoices.

f. (FACILITY) is responsible for all applicable sales, use, lease, ad valorem, and any other tax that may be levied or assessed by reason of this transaction, unless (FACILITY) provides a tax exemption certificate (blanket or transaction specific) to DIAMOND in a timely manner.

g. Pay all invoices and other payments due to DIAMOND via EFT or to:

Diamond Drugs, Inc.
Diamond Pharmacy Services
P.O. Box 200796
Pittsburgh, PA 15251-0796

4. EQUIPMENT - In the event that a RFP or bid and bidding procedures require such, DIAMOND shall provide an adequate number of medication carts for each facility serviced to accommodate their respective needs, and one (1) fax machine that will be dedicated solely for use with operations related to DIAMOND's services. This equipment will remain the property of DIAMOND throughout performance of the terms of this Agreement. Upon termination or expiration of this Agreement, (FACILITY) agrees to return such equipment to DIAMOND within fifteen (15) days of service termination or expiration. (FACILITY) will be charged for any damages of said equipment while in (FACILITY)'s possession up through DIAMOND's receipt of the returned equipment. If (FACILITY) fails to return the equipment within fifteen (15) days, (FACILITY) will be responsible for paying DIAMOND an amount equal the replacement cost for new equipment equivalent to the equipment retained by (FACILITY).

5. INTELLECTUAL PROPERTY - (FACILITY) agrees that DIAMOND and its affiliated company SapphireHealth, LLC retains all rights, title, interest in and ownership, and reserves the right to use and control the use of its intellectual property rights in its assets including, but not limited to, its software, reporting packages and user documentation; operations, procedures and strategies; formulary and clinical services; manufacturer, wholesaler, group purchase, vendor contracts and resultant data and information; patient, prescription claim and drug utilization submission; trademarks and service marks. This Agreement creates no express or implied license for (FACILITY) to use such intellectual property for any purpose other than carrying out its responsibilities under this Agreement.

6. TERM AND TERMINATION - The initial term of this Agreement shall commence on _____ _____, 20____, and continue for a period of five (5) years, at which point the contract shall automatically renew for consecutive five (5) year periods unless either Party provides notice of its intent not to renew this Agreement AT LEAST one hundred twenty (120) days prior to the automatic renewal date.

Either Party may terminate This Agreement for significant breach of the terms and conditions of this Agreement by the other party by using the following procedure provided that the non-breaching party shall deliver a detailed, written notice of such breach that allows the breaching Party sixty (60) days to cure said breach. If the Breach is not cured to the reasonable satisfaction of the non-breaching Party within sixty (60) days, this agreement shall terminate upon delivery, by the non-breaching Party, of a final written notice that the Breach has not been cured to the reasonable satisfaction of the non-breaching Party. DIAMOND has the right to terminate this Agreement immediately for payment delays of more than thirty (30) days past any invoice date. The Parties may, by mutual consent, terminate this Agreement at any time only under circumstances and terms mutually agreed upon. Terminations for convenience will not be permitted.

7. INSURANCE, INDEMNIFICATION, AND FINES

a. **Insurance** - Both DIAMOND and (FACILITY) shall maintain professional and general liability insurance coverage at a minimum in the amount of one million dollars per occurrence, and five million dollars aggregate, naming the other as an additional insured. This insurance will be fully applicable to all services rendered by Party under this Agreement subject to the normal terms and exclusions of the

policy. Each Party will provide the other with a certificate evidencing that the insurance is in place upon this execution of this Agreement. Each policy will provide for at least thirty (30) days written notice before any cancellation or alteration in policy terms before any term can be changed, or the policy cancelled. Each Party agrees to send the other copies of any notices of cancellation or alteration, and that they will do so within ten (10) days of the receipt of any notice.

b. **Indemnification** – Negligent Acts of Either Party - (FACILITY) agrees to indemnify, defend, and hold harmless DIAMOND, its agents, officers, and independent DIAMONDs individually or collectively, from any and all claims, demands, liabilities, loss, costs or expenses for any loss, damage or injury, caused by the negligent acts or omissions of (FACILITY) or any of its employees, subcontractors, and agents.

DIAMOND agrees to indemnify, defend, and hold harmless (FACILITY), its agents, officers, and independent DIAMONDs individually or collectively, from any and all claims, demands, liabilities, loss, costs or expenses for any loss, damage or injury, caused by the negligent acts or omissions of DIAMOND or any of its employees, subcontractors and agents. This indemnification includes all costs and expenses, including reasonable attorney fees.

Either Party or any Party affected by this contract shall be entitled, at their own expense, to participate or have their agents or attorneys participate in the defense of any suit against the other where the Party wishing to participate has, or may have, an indemnification obligation to the other Party. Each understands and agrees that any settlement, compromise or consent judgment of any claim, loss or damage asserted against either Party, or anyone contracting under either Party who provided services under this Agreement, shall not be binding against the other, unless that Party has expressly approved the settlement, compromise or consent judgment in writing.

The indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement for a period not to exceed that period upon which a claim for loss or damages could be brought against either DIAMOND or (FACILITY) under the statute of limitation applicable to any act or acts by either Party. If any complaint or litigation arising out of the terms and conditions of this Agreement is filed against either Party, the Party served will notify the other Party in writing by providing the other Party with a copy of the complaint or notice of claim at which point the indemnification provisions of this Agreement will become enforceable.

c. **Indemnification for Civil Fines, Penalties or other Monetary Assessments** - Any fine, penalty or other monetary assessment ("Fines") issued against either Party by any State Board of Pharmacy, DEA, FDA, Facility, State, County or any other federal or state entity with jurisdiction over (FACILITY) shall be the responsibility of the Party whose conduct is the subject of such Fines, regardless of which Party to this Contract is named and against whom the Fine is actually assessed. Thus, (FACILITY) will indemnify Diamond with respect to any Fines assessed by the State Board of Pharmacy or other agency against DIAMOND based on the acts or omissions of the (FACILITY); and Diamond will indemnify (FACILITY) with respect to any Fines assessed by the State Board of Pharmacy or other agency against (FACILITY) based on the acts or omissions of DIAMOND for non-compliance or arising from the failure of DIAMOND to provide services in accordance with this Agreement.

8. NOTICE - All notices, designations, consents, offers, acceptance or any other communication provided for herein required to be in writing will be given by registered, certified mail, return receipt requested, overnight courier addressed to the Parties as shown below:

(FACILITY):	_____	DIAMOND:	Diamond Drugs, Inc.
	_____		Attn: Mark J. Zilner
	_____		645 Kolter Drive
	_____		Indiana, PA 15701

9. **GOVERNING LAW AND VENUE** - The laws of the Commonwealth of Pennsylvania shall govern this Agreement as to the interpretation, construction and performance of the Parties. Any dispute that should arise between the Parties as related to performance of this Agreement or in any way relating to this Agreement shall be resolved in the courts of Indiana County, Pennsylvania.

10. **AMENDMENTS** - This Agreement may be amended, changed or modified only in writing, signed by authorized representatives of each of the Parties hereto.

11. **REPRESENTATIONS** - BOTH PARTIES will comply with all applicable laws and regulations related to providing services under this Agreement, including ensuring that Both Parties and all employees of BOTH PARTIES comply with any and all licensing requirements, any and all applicable environmental laws and regulations, any and all federal, state, and local regulations and all state non-discrimination requirements.

12. **CONFIDENTIALITY** - The Parties acknowledge that in carrying out their obligations under this Agreement, the Parties may have to exchange or otherwise divulge Confidential Business information, including, but not limited to, FACILITY lists, vendor lists, pricing, proprietary procedures, software programs, and business processes, the formulary, etc. The Party receiving such proprietary information SHALL NOT DISCLOSE such information to any third-Party individual organization or entity without the prior, express, written approval from the original Disclosing Party. Each Party certifies that they have policies and procedures in place that will protect the Disclosing Party from the re-Disclosure of any such Confidential Information. If a Party believes they are required by law to re-Disclose such information, that Party has a Duty to notify the original Disclosing Party, in writing, of the need for such re-disclosure within such time that allows the Other Party to file objections or to otherwise defend against such re-disclosure.

    DIAMOND and (FACILITY) each agree to maintain and ensure the confidentiality, privacy, and security of patient information to the extent required by law and each Party's policy. Without limiting the generality of the foregoing, The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 with respect to the privacy and security of "protected health information" (as defined by HIPAA) created, transmitted, maintained or received pursuant to, or in connection with, the performance of DIAMOND obligations under this Agreement.

    The Parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time (codified at 45 C.F.R. Parts 160 and 164) ("Privacy Standards"). The Privacy Standards require covered entities to ensure that business associates who receive confidential information in the course of providing services comply with certain obligations regarding the confidentiality of health information.

13. **SEVERABILITY** - If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

14. **WAIVER OF CONTRACTUAL RIGHT** - The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. **SCOPE OF AGREEMENT** - By execution of this Agreement, Both Parties agree to the terms and conditions set forth herein. This Agreement supersedes any and all other agreements, either oral or in writing,

between the contracting Parties with respect to the subject matter covered by this Agreement, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained in this Agreement shall be valid or binding unless in writing as an amendment and signed by Both Parties.

16. **COOPERATION** - Both Parties agree to use their best efforts to cooperate with each other in providing all information pertaining to all legal and regulatory compliance requirements when providing services under this Agreement, and will duly investigate and comply with any complaints brought to the other's attention by the other Party immediately. DIAMOND and (FACILITY) agree to work with each other in good faith to rectify any problems that may arise between Parties.

17. **FORCE MAJEURE -** Neither Party shall be in breach of this Agreement if the failure to perform arises out of causes beyond the control and without the fault of that Party. Such causes may include, but are not restricted to strikes or labor disputes, inmate disturbances, acts of God, acts of civil and military authority, acts of public enemy, fires, explosions, earthquakes, supplies, manufacturers, and floods. Such non-performing Party shall immediately notify the other Party in writing of its inability to perform by specifying all reasons constituting the cause or causes beyond its control and without its fault.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement on the date set forth above.

DIAMOND:	**FACILITY:**
Diamond Drugs, Inc., **a Pennsylvania FACILITY, a.k.a. Diamond Pharmacy Services**	
By: _____	**By:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____



This certifies that the pharmacy named below is hereby licensed to operate as a Class **ES** pharmacy.

License No. **16925** Expiration Date: **1/31/2018**

Balances: **0**

DIAMOND PHARMACY SERVICES
645 KOLTER DR
INDIANA PA 15701

Gay Dodson, R.Ph.
Executive Director/Secretary

MUST BE DISPLAYED IN FULL PUBLIC VIEW

TEXAS DEPARTMENT OF STATE HEALTH SERVICES
REGULATORY LICENSING UNIT

DIAMOND DRUGS INC DBA
DIAMOND PHARMACY SERVICES
665 KOLTER DR
INDIANA, PA 15701

Pursuant to Health and Safety Code Chapter 431 (Food, Drug, Device, and Cosmetic Act) and Title 25 of the Texas Administrative Code, and in reliance on statements and representations made by licensee, the licensee shall be subject to all applicable rules, regulations and orders of the Texas Department of State Health Services now or hereafter in effect. The above licensee is authorized to engage in the following activities:

OUT OF STATE WHOLESALE DISTRIBUTOR OF PRESCRIPTION DRUGS

License # 0076023
Expires: June 30, 2018

NON-TRANSFERABLE

Commissioner

508230

REMEDYREPACK INC
625 KOLTER DR STE 4
INDIANA PA 15701

TEXAS DEPARTMENT OF STATE HEALTH SERVICES
REGULATORY LICENSING UNIT

REMEDYREPACK INC

625 KOLTER DR STE 4
INDIANA, PA 15701

Pursuant to Health and Safety Code Chapter 431 (Food, Drug, Device, and Cosmetic Act) and Title 25 of the Texas Administrative Code, and in reliance on statements and representations made by licensee, the licensee shall be subject to all applicable rules, regulations and orders of the Texas Department of State Health Services now or hereafter in effect. The above licensee is authorized to engage in the following activities:

OUT OF STATE WHOLESALE DISTRIBUTOR OF PRESCRIPTION DRUGS

License # 1001536
Expires: November 24, 2018

NON-TRANSFERABLE

Commissioner

508641

Sapphire—Diamond Pharmacy Services' innovative pharmacy management software—increases staff efficiency and productivity, eliminates paper and manual processes, reduces ordering/dispensing errors, and saves you money. By using Sapphire, your staff can better manage time and workflow while improving the delivery of high-quality care centered on positive patient outcomes.

Diamond's focus is the correctional pharmacy industry. As our client list has grown and industry demands have changed, our extensive knowledge of the correctional pharmacy industry dictated that we grow and meet these demands accordingly.

In 2005, Diamond recognized that the correctional industry was lacking a comprehensive computerized physician order entry (CPOE) and electronic medication administration record (eMAR) system. We began evaluating off-the-shelf systems that possibly could meet the unique needs of correctional facilities. We realized, however, that commercially available products were not true solutions, capable of being deployed in a correctional setting and meeting the specialized needs of the correctional pharmacy and healthcare industry.

Instead of trying to customize an off-the-shelf system with perpetual upgrades and enhancements, Diamond embarked on a mission to develop an easy-to-use, dynamic, robust, correctional-specific CPOE and eMAR system. During the past 10 years, Diamond has fulfilled this mission through SapphireHealth, our wholly owned subsidiary that supports our Sapphire's CPOE, eMAR, and electronic health record (EHR) systems.

Customer feedback from clinicians, administrators, and nurses who work in the correctional healthcare industry guided Sapphire's development. To this day, we continue to welcome suggestions from our customers for enhancements. We incorporate these enhancements—which increase efficiency, provide clinical solutions, and reduce liability in medication ordering and administering processes—into Sapphire.

Sapphire reduces human error, eliminates paper-processing, assists with inventory management, provides unparalleled reporting, and helps you control drug costs. Sapphire is a complete system, designed to eliminate time spent by nurses on faxing, transcribing orders, clarifying orders, conducting monthly MAR changeovers, and handling other manual or paper tasks. Thus, Sapphire increases your staff's productivity and their time available for patient care. Sapphire provides accurate and reliable reporting, drug-utilization-review alerts, formulary management capabilities, importation of laboratory values, and displays of vital signs.

In Sapphire, your healthcare team has real-time access to patient records and pharmacy information that was previously available only in paper charts; you do not need to write paper orders and fax the orders to the pharmacy. Sapphire also dramatically improves order accuracy by transmitting orders electronically through an HL7 interface and not through file transfers or emails that are features of other systems. Our system also decreases medication errors that were often seen in the past due to poor handwriting or incorrect transcription of an order by the nursing staff.

Electronic Ordering with Sapphire

Benefits of a Hosted Solution

Sapphire is a completely hosted solution. You do not need an onsite server any additional system hardware to access and use the system, and you do not need to hire additional IT staff to deploy and maintain the system.

Reliability – Our hosted solution brings with it a load-balanced architecture, redundancy across data centers, and 99.95% up time. In other words, we are responsible for ensuring that our software is always running and the application is available to our customers. Sapphire has a robust backup, recovery, and redundancy system to deal with power outages, hardware issues, offsite storage, threat protection, and network outages.

Maintenance – Ongoing maintenance, upgrades, and system monitoring require IT resources and an internal commitment to maintain new releases and patches. With a hosted software solution, you can keep your internal resources focused on your important projects and leave the ongoing maintenance items to our team.

Cost – Traditional software implementations can cost large sums of money in terms of fees and costs related to implementation, hardware, licensing, and ongoing maintenance. Hosted software solutions help you realize a lower total cost of ownership with benefits such as the following:

- You will not need to hire extra IT staff.
- Implementation will be faster.
- Your IT department needs to be involved very little or not at all.

Lower risks – The investment made in a hosted system is minimal. You are not burdened with the hardware, operating systems, software, and IT personal if you decide to switch to another solution at some point in the future.

Development and Support

Sapphire provides in-house development and support through our 20 onsite programmers and additional 25 IT professionals. We do not rely on outsourcing for our programming needs.

Over a decade ago, one of our biggest concerns with off-the-shelf systems was timely upgrades and enhancements to meet the needs of our clientele. Early on, we discovered that with these systems, you would be placed on a development list, and upgrades would be done at the convenience of the outsourced, third-party programming company, not based on the needs of our customers. This was not acceptable or tolerable. As a result, Diamond's owners embarked on our own development project, and we now employ some of the brightest minds and skilled programmers in the correctional pharmacy industry. Our Sapphire system development team provides routine system enhancements on a 6- to 8-week sprint, with emergency requests handled on a priority basis.

Cost

Sapphire's software is provided free-of-charge when you purchase all medications from Diamond and submit all orders to Diamond using Sapphire.

We are offering this turnkey, out-of-the-box Sapphire CPOE and eMAR system at no cost, which gives you a tremendous value. Currently available correctional-specific systems can cost over $10,000 to purchase, deploy, and maintain, yet they are not as robust or dynamic as Sapphire.

Diamond provides system access, upgrades, onsite training, 24/7/365 support, and a jail management system (JMS) interface free-of-charge.

Most other systems offered in the correctional industry charge fees for system access, upgrades, training (which is usually remote through a webinar and not onsite as we provide), after-hours support, and interfacing with your current jail management system. Other solutions rely heavily on outsourced programming and third parties that charge for these services. Sapphire provides these benefits at no additional charge and without hidden costs.

Other Benefits

No software contract means you are not locked into a system

- You are not committed to a long-term contract.
- If you ever wish to change systems, Sapphire allows you to walk away.

Cooperative development, standard customizations, upgrades, and enhancements

- No additional fees for requested enhancements and software updates as detailed above
- Sapphire makes all necessary modifications and enhancements to software on a regularly scheduled 6-week sprint—based on suggestions and requests from our customers that are correctional industry specialists.

Secure internet server and 256-bit encryption of all offline med pass data

- Full compliance with HIPAA regulations
- Secure and private data submissions and storage
- Exchange of data and information secured by HTTPS protocol

Password-protected access from any web-based computer

- Users can access Sapphire from any web-based computer, whether on-site at the facility or off-site, giving full access to patient profiles, medication orders and history. This is of tremendous value to prescribers that are on call or to your medical director that may need to reference patient information while off site.

User-friendly interface

- Faster ordering of new prescriptions and stock
- Easy reordering, extending, or discontinuing all medications
- No more peel-off labels that take time to fax to the pharmacy

Real-time electronic order transmission

- Easy initiation and documentation of OTC, stock, and emergency medications
- Improved clarity over paper orders and elimination of transcribing errors
- Increased accuracy over faxed order sheets
- Time savings from the elimination of paper physician order sheets (that are traditionally faxed throughout the day by your staff who could be performing other healthcare related activities)
- Increased efficiency in the medication ordering, packaging, and delivery workflow process, allowing sooner deliveries and increased operational efficiency at your facility

Drug utilization review at the point-of-order entry

- Providers can clinically screen an order and prevent delays in initiating therapy.
- Decreased incidents of drug-drug interactions, allergic reactions, duplicate medications, and other therapeutic interactions

Viewing patient profiles before transmitting an order

- Prescribers can quickly and clearly view a patient's active and inactive medication profile before prescribing new medications.

Protocol orders containing both medication orders and patient vitals

- Prescribers can enter their own standing orders and protocols for complicated therapy medication protocols (opiate withdrawal or alcohol withdrawal) so they do not need entered each and every time. Your providers simply point and click on the protocol and the prescription is completed.

Quick reorder and refill queues

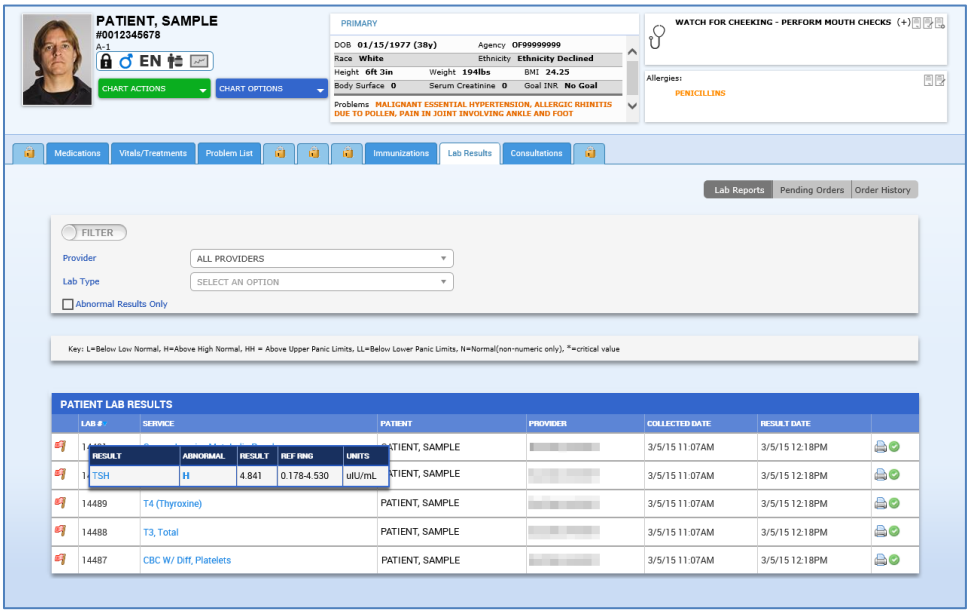
- Increased efficiency by giving users a daily snapshot of the medications that need to be rewritten or refilled soon based on actual administration recorded in Sapphire.
  - ✓ This is a valuable function, as continuity of patient care is maintained and orders that have not been renewed are not lost due to an expiration date. This is an example of a customer request that was accommodated and became reality.

Integration with EHR systems

- Sapphire currently works with several EHR companies to provide integrated systems.
- Sapphire can be used for order entry and med pass while using other medical record options in a separate EHR if you are already invested in or under contract with an EHR company.

Interface with your laboratory services provider

- Full HL7 inbound lab result support so you can import lab results from your lab company to allow results to be viewed in real time from the patients chart.
- Print fully formatted labs reports for external review.
- Force lab sign-offs by nursing and clinicians so crucial lab results are not missed.
- Abnormal Result Flagging – View abnormal lab results, which are flagged and called out for special review.



OTC requests and administration recording

- Users can quickly view, administer, and document OTC medications from a pre-approved and customizable OTC medication list directly from your med pass line while a nurse is on a unit

Maintenance of all patient-specific and stock medication inventory

- Users easily view and maintain patient specific and stock medication inventories through Sapphire and quickly refill stock medications
- Users can also set minimum, par, and maximum levels of stock medications

Documentation and review of vaccination and immunization records in Sapphire

- Logging of patient refusals on immunizations with stated reasons
- Tracking of specific medication lot numbers administered to each patient in the event of medication recalls
- CDC vaccine list – View vaccine types and manufacturers collated from CDC data source so you always have an accurate, up-to-date list of vaccines and manufacturers.
- Export a complete patient immunization history.

Non Formulary Medication Management in Sapphire

When using Sapphire, your staff knows upon order entry if a medication is non-formulary. The formulary programmed into Sapphire is updated during facility setup and with the addition or deletion of medications. If a prescriber wants to order a formulary medication, he or she simply enters the order and sends it to the pharmacy for dispensing.

The non-formulary approval/rejection process is completed electronically and is communicated on the Sapphire dashboard. Non-formulary alerts go to the prescriber's queue, so he or she can easily complete the non-formulary process online and automatically forward the request to our pharmacy along with the order. The electronic non-formulary process in Sapphire reduces incidents of non-formulary orders and offers a tremendous cost savings because your staff knows immediately if a medication is not on your approved formulary list.

Sapphire:

- Creates a faster non-formulary approval and medication distribution process
- Allows approved users to view previous and current approval log
- Eliminates the possibility of approvals becoming lost in the process

Drug Utilization Reviews in Sapphire

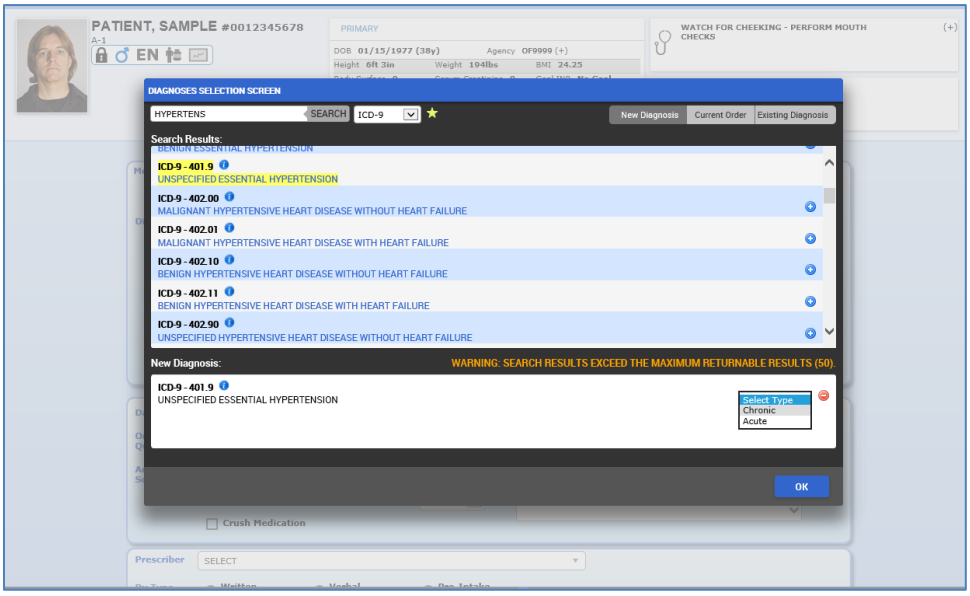
Sapphire provides a complete end-to-end clinical order screening capability at the point-of-order entry:

- Duplicate therapy screening
- Drug-to-drug contraindication screening
- Drug-to-age screening
- Drug-to-pregnancy screening
- Drug-to-lactation screening
- Drug-to-gender screening
- Max dose screening (coming soon)
- Drug utilization reviews (DURs) at the point-of-order entry

DURs will alert your providers of drug-drug, allergies, duplicate medication warnings, and therapeutic interactions which allows for provider clinical screenings and therefore prevents delays in therapy initiation.

Diagnosis Association

Sapphire provides you with either the option or the requirement to associate a diagnosis with all orders. Both ICD-9 and ICD-10 diagnoses lists are supported. Sapphire also is capable of tracking and saving un-coded problems on patient charts.

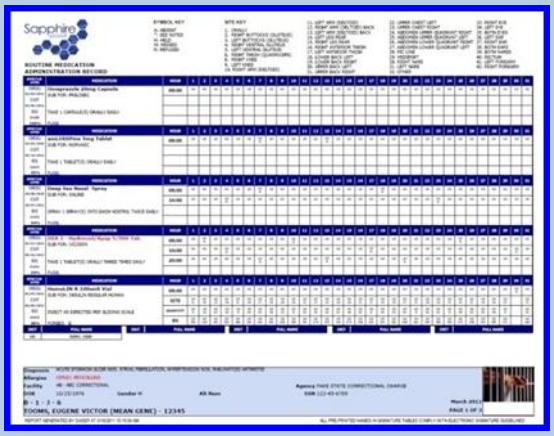


Sapphire eMAR

Sapphire is a paperless electronic medication administration record (eMAR) that enables your nursing staff to efficiently administer and track all medication administration functions. This software has extensive capabilities and is a significant upgrade from paper MARs and other systems offered in the industry.

We offer Sapphire eMAR at no charge when you purchase all medications from Diamond and transmit all orders using the Sapphire CPOE system.

Our software provides an on-screen display of all medications that are due for a selected med pass by patient, location, and medication. This functionality eliminates the need for nursing staff to search for the appropriate paper MAR in a binder and locate the proper medications or dosing schedule.



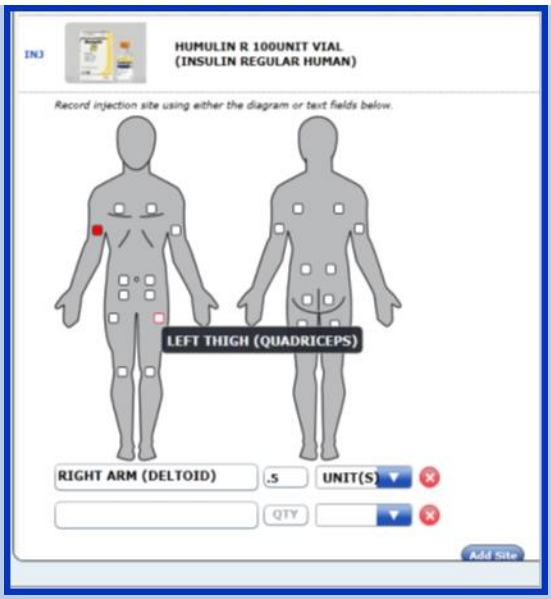
Sapphire eMAR *is a paperless electronic medication administration record that your nursing staff can use to efficiently track all medication administration functions.*

✓ Sapphire is provided free-of-charge when all medications are purchased from Diamond and all orders are submitted using the Sapphire system.

The Sapphire eMAR medication management system provides easy-to-use medication-recording features:

- The barcode on the medication and patient's wristband/badge can be scanned to provide an electronic recording of the actual medication administration date, administration time, and the nurse's initials.
- For specialty units such as a psychiatric unit housing patients without wristbands/badges, the system allows the patient's number to be entered manually.
- Keep-on-person (KOP) and as-needed (PRN) charting is available for the duration of the prescription, with custom KOP policies for your facility to keep staff informed of the medications that are KOP-eligible.
- A paper medication pass list can be printed in an easy-to-use grid format, sorted by patient and unit, and listing all medications and administration times. This list is an efficient way to inform security staff of patients who need to report to the med line for stock medications or specialty administrations.
- An electronic list of patients who missed the regularly scheduled med pass can be generated while the nurse is still in the unit, so those patients can be easily identified and called to receive their medications before the nurse leaves the area.
- Your staff can indicate the reason a medication is not administered (for example, the patient refused or dropped the medication, the patient did not show up, or the patient was at court).

- Throughout the med pass process, the system shows you the percentage completion of the med pass by entire population and individual cellblock.
- For remote med pass or in areas without Wi-Fi, staff can work offline with a laptop and synchronize later when internet access is restored.
- Sapphire archives 24 hours of previous med pass information in case of power outage or internet down time.
- Injection location is electronically charted.



*Sapphire eMAR can chart **injection locations**.*

Sapphire will quickly become an integral part of your quality assurance process. With Sapphire, you monitor compliance levels customized by your preference across any parameter or time. For example, you can examine a list of patients who missed three doses in the last month, the reasons they missed med pass, and their locations so that your nursing and clinician staff can do the proper follow up to ensure patient care.

Sapphire eMAR eliminates month-end MAR changeovers, saving you time and money.

Diamond's Sapphire eMAR medication management system will save you and your staff a significant amount of time. Our software eliminates the month-end MAR changeovers because all medication orders and changes are automatically updated throughout the month. Several of Diamond's facilities have reduced med pass time by at least 50% and have eliminated the time and associated personnel costs previously devoted to monthly MAR changeovers. With Sapphire eMAR, reviewing MARs for accuracy or arranging them in new binders at the end of every month is simply unnecessary as that manual process has been eliminated.

Sapphire is a true eMAR that allows you to conduct an electronic medication pass online in units with internet access or offline by downloading the medication pass to a laptop prior to leaving your medication room.

Many other systems allow you to electronically print paper MARs each month, or they generate stickers with new medication orders or changes that are then affixed to a paper MAR. With these other systems, your staff will still have to use and maintain a manual, time-consuming, paper medication pass. A paper MAR that is printed onsite from a computer is nonetheless a paper-driven process that is inefficient and time consuming.

Five Rights of Medication Administration

Sapphire eMAR helps your nurses comply with established nursing standards regarding the "Five Rights of Medication Administration."

- **Right patient** is achieved by scanning patient wristbands and viewing patient profile photos at the time of administration.
- **Right drug** is achieved by scanning the barcode label on each blister card.
- **Right dose** and **right route** are achieved at the point-of-order entry by using the integrated Medi-Span consultative database.
- **Right time** is controlled by Sapphire, in that only medications ordered at a specific medication pass can be displayed during that medication pass time. Administering a medication not ordered for that medication pass is not possible.

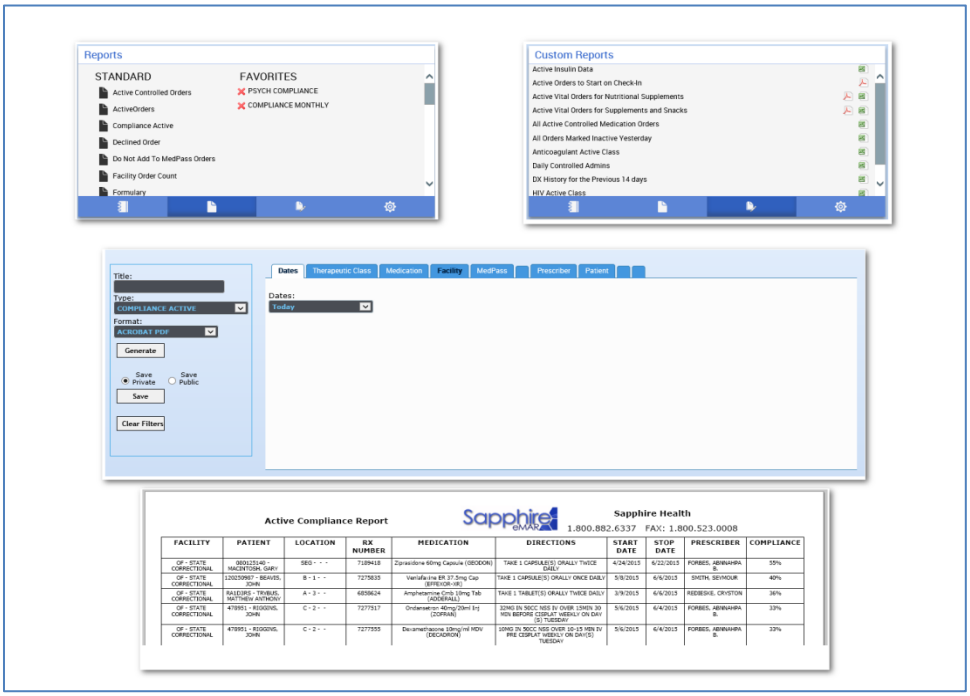
Online Reporting

Nurses, executive prescribers, administrators, and other authorized users can easily look up patient profiles and generate reports using our Sapphire web-based medication management system. On-call prescribers with an assigned user name and password can view patient histories and reports from their home or remote office without needing to speak to nurses or manually search for paper documents**.** From any web-based computer, your staff has immediate access to all dispensing information and reporting capabilities. You can search by patient, prescriber, formulary status, medication, drug class, etc. to construct a report that meets your needs.

Our reports will allow you to monitor key metrics such as medication utilization, prescriber habits, cost control, and formulary management and to generate other statistical reports to be used for projections and budgetary purposes. We can customize hundreds of reports for you and set up one-click access on your Sapphire dashboard, which you can use to generate the report.

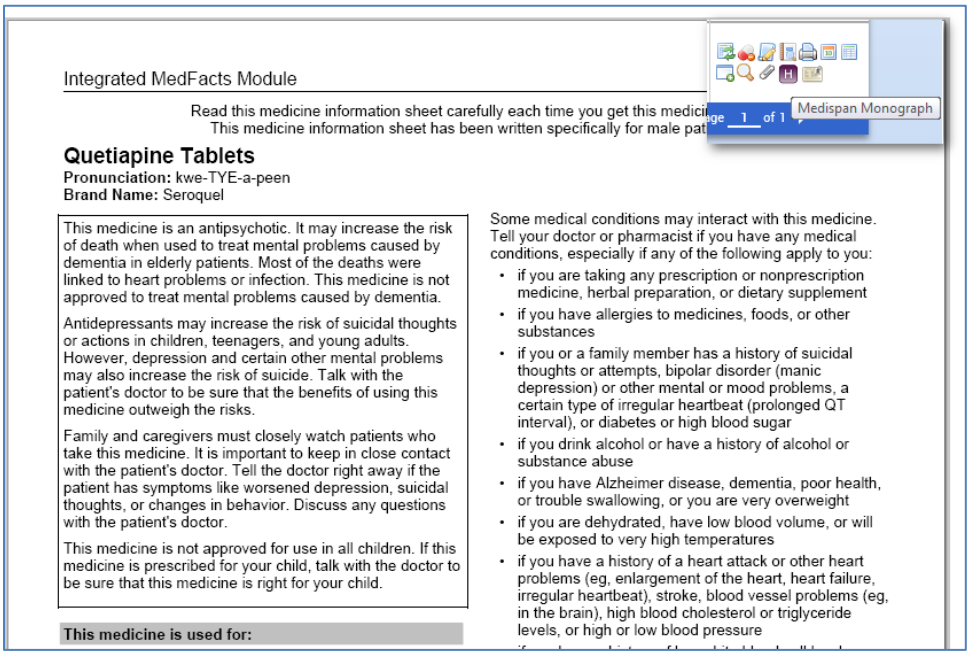
Sapphire exports the results to Microsoft Excel for you to sort data and to Adobe Acrobat for you to print reports on demand. Because Sapphire was designed internally by Diamond's IT staff, its reporting function can be customized and upgraded to specifically meet your facility's needs.

Sapphire greatly enhances your reporting capabilities by providing **on-demand** reports that are available 24/7/365 for your staff.



Patient Monographs

Patient medication monographs are available in both English and Spanish.



Electronic Delivery Reconciliation & Inventory Management

With Sapphire's electronic delivery reconciliation and inventory management module embedded in the Sapphire platform, you can proactively manage your medication orders that are shipped from Diamond. Electronically tracking and reconciling (checking in) your daily medication orders will help your staff minimize the diversion of received medications and provide your finance department with full accountability of all medications billed and received.

Our reconciliation program allows you to view your daily order as it builds throughout the day. You can see the items due to ship and, more importantly, the items that cannot be shipped. Reasons why an item might not be shipped include the refill being ordered too soon, the medication not having any remaining refills, the medication being on manufacturer's backorder, and an order needing non-formulary approval. Knowing this in advance will allow your staff to proactively manage these scenarios to avert possible delays in medication delivery and preserve your ability to maintain continuity of patient care.

Order Reconciliation

- Each day as your orders are received at Diamond through the Sapphire system, the medications move through Diamond's workflow management system until they are prepared for shipping.
- Each medication is assigned a prescription number and a unique identifier that is embedded in the barcode label.
- When a medication is processed through the final workstation at Diamond, the electronic reconciliation program will start tracking that medication.
- As your daily shipment builds at Diamond, the prescription numbers and identifiers are fed into the reconciliation program.
- Once your order is completely filled, the medications are shipped to your facilities.
- When your order arrives at your facility the next day, a staff member uses their secure user ID and password to login into Sapphire and access the reconciliation process.
- Your staff member scans each medication's barcode until the entire delivery is reconciled.
- At the end of the process, the system generates a report that lists all medications billed to your facility and notes any exceptions from your actual reconciliation at your facility.

Medication Return Process

The medication return process uses scanned barcodes and works the same as the reconciliation process.

- When you are ready to return medications for credit or disposition, your staff opens that function in Sapphire's reconciliation module.
- Your staff scans the label on each medication you are sending back to Diamond for credit or disposition.
- Our system captures the information, stores it perpetually, and provides you with an electronic

record of all items processed under that particular medication return session.

- The data can be exported to Excel, and you can print a hard copy document for your records if desired.
- Each month, we can electronically send our credit report to your facility in Excel.
- You can compare our credit report with your electronic file that lists your returned medications.

By electronically handling all medication reconciliation and returns, you have an audit trail of all medications received at the facility and a complete accountability of all medications returned for processing and disposition.

Medication Destruction in Sapphire

Sapphire's inventory management capabilities ensure that you can track medication utilization and destruction easily and efficiently with the innovative Sapphire design. This is important both operationally and financially. With Sapphire, a medication can be tracked from the point of order entry, through receipt, and to return and/or destruction.

To account for the destruction of prescription drugs (including controlled substances, when permitted by state law) and over-the-counter (OTC) medications that are not eligible to be returned for credit, you simply scan the barcode label from the packaging. A log is then generated and archived in Sapphire to give you a readily retrievable record for auditing and accounting of destroyed medications. With Sapphire, you no longer need to manually record this information, and retrieving it later for audits and inspections is now easy.

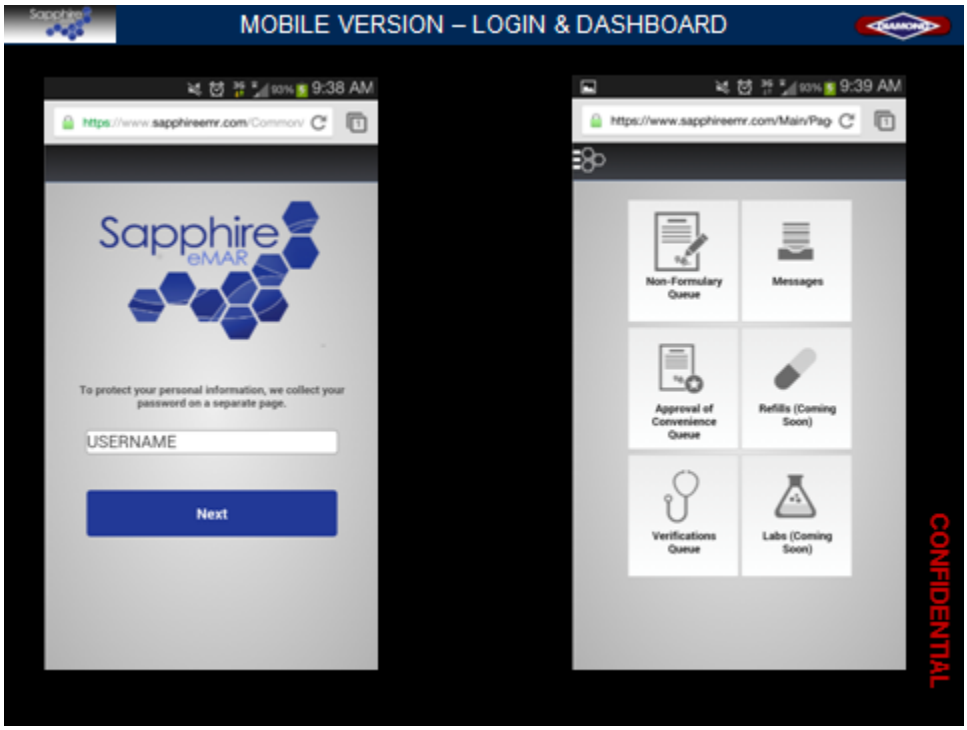
Tracking of Stock Medications in Sapphire

You can use Sapphire to electronically track the assignment of stock medication cards, so that utilization is documented and all medications are accounted for electronically. This enhancement is a direct result of our proactive approach to NCCHC patient safety standards that require the accountability of all stock medication doses.

The process begins when a stock item is received by your staff through a reconciliation scan. Stock items are then moved to a separate queue in the reconciliation module. Once that stock item is assigned to a patient or to a specific medication cart, your staff will scan that barcode, and the tracking of the card to its final destination will be recorded. As you can see, the efficiencies realized through Sapphire are numerous and are available as a single turnkey solution to meet all your needs, which are unique to the correctional pharmacy industry.

Sapphire Mobile

Sapphire provides mobile access to select application features, which offers more flexibility to the prescribers so that they have immediate information at all times even when away from a computer. Providers can review, respond to, and approve non-formulary medication orders from their smartphones. They also can review and approve orders in the co-sign or verification queues. Through this mobile app, you can read internal messages sent to your Sapphire user account.



Sapphire Training

Implementation and deployment of our software is seamless and fully supported by our Sapphire team. If you wish to implement our Sapphire computerized provider order entry (CPOE) and eMAR system for medication management, you will be introduced to an experienced Sapphire transition specialist who will oversee and customize your transition and training. Diamond has successfully implemented this training and orientation at nearly 200 facilities nationwide. Our transition specialists typically are onsite for three days, which allows them to exceed the training requirements of your staff while providing the support you need before, during, and after your go-live date.

Initial training consists of web-based training modules that are specific to each Sapphire task. Once users complete the modular training, they continue our web-based training in a simulated sandbox atmosphere. The sandbox remains available to any associate who later wants to participate in refresher training. When the modular training is complete, transition specialists visit your facility so they can be **onsite** for the transition and go-live day of the Sapphire system. Additional training is conducted onsite to ensure facility staff and power users completely understand all aspects of the system.

Sapphire Customer Support

Our 24/7/365 toll-free support line is available to help you with any concern your facility's power users cannot resolve. Throughout the day, overnight, on weekends, and on holidays, our customer service representatives are always available to address your concerns.

Sapphire Demonstration

An onsite or online (webinar) demonstration of our Sapphire system will gladly be provided to your staff during the evaluation process or prior to award, if requested. During this comprehensive demonstration, you will see firsthand how Sapphire is the most dynamic and robust CPOE and eMAR system in the correctional pharmacy industry.

Sapphire Electronic Health Record (EHR)

The expansion of Sapphire to a full EHR was a natural progression, driven by requests from correctional partners who were accustomed to Sapphire CPOE and eMAR and wanted a comprehensive product with the same intuitive and efficient design. Continuing to utilize input from medical professionals who specialize in the correctional arena, Sapphire created a full EHR that is uniquely capable of handling the specific requirements of jails and prisons.

Sapphire hinges on a custom form generator, where questions prompt answers and answers trigger tasks. Facilities can replicate data collection from paper forms they currently use, and they can use that information to streamline scheduling all necessary patient actions. In other words, we convert your current paper forms to digital images, which allows for continuity of operations. This also lowers your staff's learning curve because they are already familiar with the forms they will use electronically.

Sapphire can capture all notes, results, documentation generated from any patient encounter, and every action taken in the system is logged to ensure complete accountability. Your paper charting is now handled electronically. The result is a full EHR, created and supported with the same attention to customer needs that Diamond has provided its pharmacy customers for the past 45 years.

We offer Sapphire EHR at a negotiable price. The CPOE and eMAR components are offered at no cost when all medications are purchased from Diamond and all orders are transmitted by the CPOE module of Sapphire.

Confidential & Proprietary

This document contains sensitive, confidential, and proprietary information regarding Sapphire CPOE, Sapphire eMAR, and Sapphire EHR. SapphireHealth and its parent company, Diamond Drugs, declare that this document and the information contained herein are **not** to be shared or disclosed beyond its intended recipient. We are a privately owned family business with no obligation to provide this information publicly.

The components and functionality of our systems differ from other commercially available products. We have devoted substantial hardware, software, and personnel resources to their development. We also have made a significant financial commitment to these projects. Releasing any related information to our competitors or others in the industry would be detrimental to the continued growth potential of both Sapphire and Diamond.

Supplier: **Diamond Drugs, Inc.**

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Supplier: **Diamond Drugs, Inc.**

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: **McLennan County Jail**

Location: **3201 East Highway 6, Waco TX 76705**

Contact Name: **Penny Wood**

Title: **RN, Director of Nursing**

Phone: **254-759-5685**

E-mail **penny.wood@co.mclennan.tx.us**

Contract Date To: **Present**

Contract Date From: **2011**

Contract Value: $ **$445,000 annually**

Scope of Work:

Pharmaceutical Services

Reference 2

Client Name: **Smith County Jail**

Location: **104 South Spring Street, Tyler TX 75705**

Contact Name: **Deal Folmar**

Title: **Jail Administrator**

Phone: **903-590-2804**

E-mail **dfolmar@smith-county.com**

Contract Date To: **Present**

Contract Date From: **2015**

Contract Value: $ **$125,000 annually**

Scope of Work:

Pharmaceutical Services

Reference 3

Client Name:	Location:
Maricopa County Correctional Health Srvs	**234 N. Central Avenue, Phoenix, AZ 85004**

Contact Name:	Title:
Dr. Jeffery Alvarez	**Medical Director**

Phone:	E-mail
602-876-7114	**alvarezj002@mail.maricopa.gov**

Contract Date To:	Contract Date From:	Contract Value: $
Present	**2001**	**$5,500,000 annually**

Scope of Work:

Pharmaceutical Services

Supplier: **Diamond Drugs, Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**Diamond Drugs, Inc.**
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**	**n/a**
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**	**n/a**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☑ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☑ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☑ No D. Describe each affiliation or business relationship. **6. Describe any other affiliation or business relationship that might cause conflict of interest: None**

7		**diamond645**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Diamond Drugs, Inc.**

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	**Diamond Drugs, Inc. d/b/a Diamond Pharmacy Services**
Address of Respondent:	**645 Kolter Drive, Indiana PA 15701**
Email:	**mzilner@diamondpharmacy.com**
Telephone:	**724-349-1111**
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	**Mark J. Zilner**

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☑	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Mark J. Zilner**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Mark J. Zilner**, (*Name of Signer*) am a duly authorized officer of/agent for **Diamond Drugs, Inc.**(*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said **Diamond Drugs, Inc.**(*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of **diamond645**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Diamond Drugs, Inc.**

PRICE SHEET

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please provide AWP Plus/Minus % Discount in blanks provided below and complete the 2 pages of Drug Brand/Generic price sheets with Per/Capsule-Pill pricing.

Proposer shall provide current Average Wholesale Price (AWP) minus a percentage (%) discount plus a dispensing fee (if applicable).

BRAND NAME MEDICATIONS

Minus Percent (%) Discount 22

Dispensing Fee (if applicable) 0.00

GENERIC MEDICATIONS

Minus Percent (%) Discount 95

Dispensing Fee (if applicable) 0.00

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
VALPROIC ACID 250MG CAP		**0.26**
HYDROXYZINE PAM 50MG CAP		**0.18**
BUPROPION 100MG TAB		**0.20**
LITHIUM CARB 300MG CAP		**0.12**
QUETIAPINE 100MG TAB		**0.34**
LACTULOSE 10GM/15 SOL		**0.02**
ANTI-DANDRUF 1%		**0.03**
HYDROCERIN LOT		**0.02**
GERI-MOX SUS		**0.01**
DIPHENHYDRAMINE 25MG CAP		**0.11**
SUDOGEST 60MG TAB		**0.12**
DIPHENHYDRAMINE 50MG CAP		**0.11**
AMOXICILLIN 500MG CAP		**0.16**
QUETIAPINE 300MG TAB		**0.85**
NAPROXEN 500MG TAB		**0.06**
AMITRIPTYLINE 25MG TAB		**0.30**
TRAMADOL 50MG TAB		**0.04**
METFORMIN 500MG TAB		**0.04**
HYDROXYZ PAMOATE 25MG CAP		**0.16**
POLYETH GLYC 3350 NF POW		**0.03**
QUETIAPINE 200MG TAB		**0.65**
LISINOPRIL 10MG TAB		**0.05**
VENLAFAXINE 75MG TAB		**0.11**
HCTZ 25MG TAB		**0.11**
BENZTROPINE 1MG TAB		**0.21**
METFORMIN 1000MG TAB		**0.07**
CITALOPRAM 20MG TAB		**0.13**
BENAZEPRIL 10MG TAB		**0.05**
TRAZODONE 100MG TAB		**0.16**
SMZ/TMP DS 800-160 TAB		**0.18**
POLYETH GLYC 3350 NF POW		**0.03**
BUPROPION 75MG TAB		**0.24**
TRAZODONE 50MG TAB		**0.04**
AMLODIPINE 10MG TAB		**0.12**

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
QUETIAPINE 300MG TAB		**0.85**
ATRIPLA TAB	**83.17**	
QUETIAPINE 100MG TAB		**0.34**
TRUVADA TAB	**51.20**	
LANTUS 100/ML INJ	**23.26**	
QUETIAPINE 200MG TAB		**0.65**
DULOXETINE 60MG CAP		**0.38**
REYATAZ 300MG CAP	**47.35**	
OLANZAPINE 20MG TAB		**0.80**
COMPLERA TAB	**87.49**	
OLANZAPINE 10MG TAB		**0.40**
QUETIAPINE 400MG TAB		**1.00**
LATUDA 40MG TAB	**34.73**	
BUPROPION 100MG TAB		**0.20**
DIVALPROEX 500MG ER TAB		**0.39**
ABILIFY 10MG TAB		**1.61**
VALPROIC ACID 250MG CAP		**0.26**
ISENTRESS 400MG TAB	**22.75**	
CYCLOPHOSPH 25MG TAB		**4.39**
INVEGA 9MG TAB		**16.37**
OLANZAPINE 5MG TAB		**0.25**
LATUDA 20MG TAB	**34.73**	
OLANZAPINE 15MG TAB		**0.56**
HUMULIN R U-100 U-100 INJ	**8.92**	
INVEGA 3MG TAB		**10.92**
VENTOLIN HFA AER	**2.71**	
ABILIFY 5MG TAB		**1.61**
NORVIR 100MG TAB	**8.48**	
ADVAIR DISKUS 250/50 AER	**5.76**	
PROMETHAZINE HCL 25MG SUPR		**5.17**
EPINEPHRINE 0.3MG 2-PACK		**140.84**
INVEGA 6MG TAB		**15.05**
XIFAXAN 550MG TAB	**31.73**	
PERMETHRIN 5% CRM		**0.64**
PREZISTA 800MG TAB	**47.85**	

MAO Pharmacy

Bid Contact **hunter hoggatt**
hunter.hoggatt@westwoodpharmacy.com
Ph 804-519-3383
Fax 804-288-7934

Address **5823 patterson ave**
richmond, VA 23226

Bid Notes **All requested information has been submitted via BidSync documents or included in the PDF attachment titled "Westwood Pharmacy Response to RFP 1708-185" which is attached here. Thank you for your consideration.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1708-185--01-01	Please attach all documents to this line	**Supplier Product Code:** RFP 1708-185	**First Offer -**	1 / each	**Y**	**Y**
				Supplier Total	$0.00	

MAO Pharmacy

Item: **Please attach all documents to this line**

Attachments

Westwood Pharmacy Response to RFP 1708-185.pdf

Certificate.pdf

WILLIAMSON COUNTY

REQUEST FOR PROPOSAL:

SEPTEMBER 18, 2017

PHARMACEUTICAL SERVICE AND SUPPLIES FOR WILLIAMSON COUNTY JAIL

SOLICITATION NO.: 1708-185

ORIGINAL

Submitted by:

Westwood Pharmacy
5823 Patterson Avenue
Richmond, VA 23226
1(866)996-6379

Transmittal Letter

Bidding Firm:	Westwood Pharmacy
Firm's Office Address:	MAO Pharmacy Inc. 5823 Patterson Avenue Richmond, VA 23226
Contact Name:	Hunter Hoggatt, Vice-President of Corrections
Contact Telephone:	(804) 288-1933 (office) (804) 519-3383 (cell)
Fax:	(804) 288-7934
Email:	hunter.hoggatt@westwoodpharmacy.com
Corporation Information:	Incorporated in Richmond, Virginia. In operation since 1966.
Federal Employer ID:	54-1857437
State Registration Number:	VA 0017919148
Business License Number:	9720-3111-1334

If awarded contract, Westwood Pharmacy will provide all services required by Williamson County in this RFP. Westwood Pharmacy understands that this proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County. Westwood Pharmacy's submitted proposal will have no effect of air quality for Williamson County as it is related to any state, federal or voluntary air quality standard. Additionally, please note that Westwood Pharmacy has previously filed with the Williamson County Clerk an Assumed Name Certificate and provided a file marked copy. There have been no changes to Westwood Pharmacy's assumed operating name. Additional copies of this certificate can be provided if necessary.

*J. Hunter Hoggatt*_____

Signature

Hunter Hoggatt, Vice- President of Corrections

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Price Sheet Form: pp. 24-25

eLinkRx User Guide: pp. 26-45

Sample Reports: pp. 46-68

References, Conflict of Interest Questionnaire, and Proposal Affidavit: Submitted via BidSync

Williamson County Purchasing Department
Attn: Solicitation 1708-185 PHARMACEUTICAL SERVICE AND SUPPLIES
901 S Austin Ave.
Georgetown, TX 78626

Williamson County Purchasing Department,

Over the past few years we have greatly appreciated the opportunity to provide pharmaceutical services to your facility. We are confident that our firm can continue to provide your facility with superior customer service, accessibility, and competitive pricing.

Westwood Pharmacy started over 50 years ago as a customer-oriented retail business and currently provides pharmacy services to over 140 correctional facilities in twenty states coast to coast. Westwood Pharmacy has been recognized as one of the fastest growing national providers of comprehensive pharmacy services to correctional facilities. We take pride in our ability to service several facilities comparable in size to Williamson County. Westwood bases its approach to providing pharmaceutical services on our well–established correctional pharmacy experience. We are currently the provider to facilities ranging in average daily populations of 50 to 3,000. Our company transcends the services offered by larger pharmacies because we still adhere to our small business principles that value building long lasting relationships with our clients. **We are confident that our firm can continue to provide your facility with superior customer service, competitive pricing, and state of the art technology.**

Westwood Pharmacy takes pride in being a customer service oriented pharmacy, and we look forward to the potential opportunity to continue our services to Williamson County. Westwood Pharmacy's employees will work with Williamson County to ensure clinical efficiency and unparalleled comprehensive service at the most competitive rates.

We have read, understand, and are prepared to comply with the contractual requirements stated in the RFP. Additionally, we will comply with all applicable laws in carrying out the contract. We greatly appreciate your consideration in this procurement process.

Respectfully yours,

Hunter Hoggatt, Vice President of Corrections
hunter.hoggatt@westwoodpharmacy.com
(w) 804-288-1933
(f) 804- 288-7934
(c) 804-519-3313

Executive Summary

At Westwood Pharmacy, we are excited about the opportunity to continue to provide pharmaceutical services to your facility. We are confident that we will not only meet your needs, but exceed your expectations regarding both price and service. Our competitive prices, dedicated customer service, and extensive clinical programs set us apart from our competitors. Some highlights of our services and proposal include:

Experience

- Over 50 years of experience providing pharmacy services
- Providing pharmacy services to correctional facilities in 20 states
- Providing pharmacy services to over 140 facilities across the country
- Clinical experts, including multiple Doctors of Pharmacy, with extensive experience in pharmacy services

Customer Service

- Dedicated clinical pharmacist, available 24 hours a day
- One of the highest client retention rates in the industry
- Face-to-face interactions to ensure that your facility receives all of the in-person, on-site training, consultation, and technology implementation it requires
- Tailored cost containment measures to ensure your facility reaches its maximized financial performance
- Dedicated to ensuring that each facility meets their healthcare goals and objectives, especially with regards to budget

Pricing

- Westwood Pharmacy is a member of a very exclusive, two-billion-dollar Pharmacy Group Purchasing Organization ("GPO"), and is the only correctional pharmacy provider in this GPO
- From day one, our clients tap into our network of deep discounts
- Return medication policy gives you 100% credit with no restocking fee (on all items in accordance with federal and state regulations)
- Westwood will always provide your facility with lower cost generic medications

Clinical Programs

- On-staff database experts that can generate any report required or requested
- Ability to generate reports on-site to help keep track of drug utilization
- Our Director of Clinical Services and Analytics, Dr. Edgar Gonzalez, has over thirty years of experience in clinical pharmacy, managed care, correctional managed care and drug utilization. He will be a part of P&T meetings and will work to ensure that Williamson County receives the most therapeutic and cost-effective medications available
- Design of a custom formulary specific to your facility
- Formulary management that will reduce costs

Complete Line of Medical Supplies

- We stock a complete line of medical supplies that can be delivered with your daily order as needed
- Very competitive pricing on medical supplies due to the discounts we are able to negotiate with wholesalers

Included below are biographies of the key personnel that will be assigned to the project.

Hunter Hoggatt

Vice President of Corrections

Mr. Hoggatt is responsible for all activities associated with Westwood Pharmacy's business development. He is also responsible for client support and retention. He will serve as your direct contact throughout the term of the contract. Mr. Hoggatt plays an integral role in ensuring effective company growth and establishing a satisfied client base. Mr. Hoggatt has 15 years of managerial experience in providing correctional pharmacy services to state and local government entities. With extensive experience in government relations and contracting, Mr. Hoggatt has helped guide Westwood Pharmacy to become one of the largest providers of pharmacy services to the correctional industry in the United States. Mr. Hoggatt received his BA degree with a major in business from the Virginia Commonwealth University. Additionally, he serves on the Board of Directors at J. Sargent Reynolds College.

Stephen Dowdy

Chief Financial Officer

Mr. Dowdy is responsible for the accounting and drug utilization departments of Westwood Pharmacy. Any requests for reports or billing inquiries should be directed to Mr. Dowdy, and he will ensure our staff will get your facility the information you need. He was first employed at Westwood Pharmacy in 1994 as a pharmacy technician and then served 20 years in the United States Air Force as a military planner before returning in 2014 as our Chief Financial Officer. Mr. Dowdy graduated from the Virginia Military Institute with a Bachelor of Arts in Economics and Business and received his Masters of Public Administration from Georgia College.

Shannon Dowdy Pharm.D

Vice President of Clinical Services

Dr. Dowdy is responsible for all aspects of Westwood Pharmacy's program, including operations and procedures related to formulary management, as well as serving as Vice Chair of our Pharmacy & Therapeutics Committee. Shannon supervises the National Commission on Correctional Health Care (NCCHC) and American Correctional Association (ACA) accreditation process for Westwood Pharmacy.

Dr. Dowdy has extensive experience in the clinical manifestations of HIV/AIDS and how to help manage the virus. Dr. Dowdy spent one year at Duke University working with patients who had tested Positive for HIV. One of Dr. Dowdy's roles at Duke University was to discuss the patient's antiretroviral therapy with the physician and then with the patient to be sure that they understood their drug regimen, dosing schedule, side effects and the importance of adherence to the medications. She would also schedule and clinically prepare for follow-up visits based on lab results. Dr. Dowdy oversees all inspections for Westwood Pharmacy. She strives to make sure all facilities meet DOC, NCCHC, and ACA inspections standards with regards to medical and pharmacy.

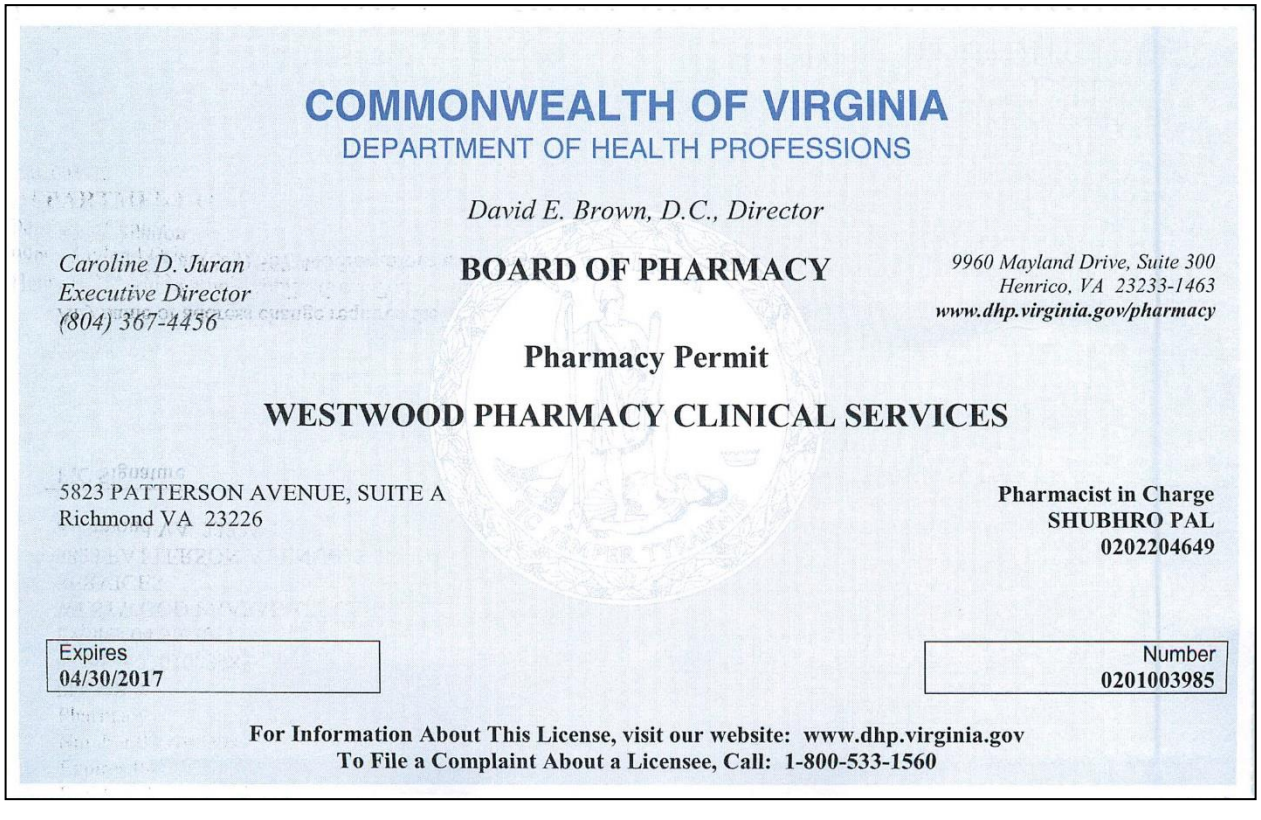
Shubhro Pal RPh

Vice President of Pharmacy Operations

Dr. Pal is responsible for overseeing day to day operations in the pharmacy, and therefore responsible for orchestrating facility startups including liaisons with state and national regulatory agencies like the State Board of Pharmacies, DEA, and many others. He is responsible for budgeting proper inventory levels to fill orders from the facilities, and is directly involved in purchasing decisions for the pharmacy to maintain financial stability.

Dr. Pal provides direct oversight in the formulation of policies and procedures, drug formulary design, production, and cost containment strategies. Additionally, he is responsible for staffing, scheduling, and performance evaluations for our pharmacy staff, including pharmacists and pharmacy technicians.

Licensure



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH PROFESSIONS

David E. Brown, D.C., Director

Caroline D. Juran
Executive Director
(804) 367-4456

BOARD OF PHARMACY

9960 Mayland Drive, Suite 300
Henrico, VA 23233-1463
www.dhp.virginia.gov/pharmacy

Pharmacy Permit

WESTWOOD PHARMACY CLINICAL SERVICES

5823 PATTERSON AVENUE, SUITE A
Richmond VA 23226

Pharmacist in Charge
SHUBHRO PAL
0202204649

Expires
04/30/2017

Number
0201003985

For Information About This License, visit our website: www.dhp.virginia.gov
To File a Complaint About a Licensee, Call: 1-800-533-1560

TEXAS STATE BOARD OF PHARMACY

License No.
60467

Expiration Date
11/30/2018

COURTNEY EASLEY

EASLEY, COURTNEY

REGISTERED PHARMACIST

Gay Dodson, R.Ph.
Executive Director/Secretary

CERTIFICATE
OF
BOARD OF PHARMACY

This certifies that the pharmacy named below is hereby licensed to operate as a Class **E** pharmacy.

License No. **25953** Expiration Date: **03/31/2018**

Balances: **0**

WESTWOOD PHARMACY CLINICAL
5823 PATTERSON AVE
RICHMOND VA 23226

Gay Dodson, R.Ph.
Executive Director/Secretary

MUST BE DISPLAYED IN FULL PUBLIC VIEW

PROPOSAL SPECIFICATIONS

Williamson County is requesting Proposals from firms to supply Pharmaceuticals and Pharmaceutical Service/Supplies for its County Jail, whose current population is 650 inmates. Please acknowledge and/or respond to each of the specifications listed below and expound your firm's abilities to meet or exceed these requirements.

1. Proposer agrees and understands that the awarded proposer will be the principal source of supply for pharmaceuticals during the term of the contract. However, Williamson County reserves the right to purchase these products from other sources of supply in case of emergency or when the vendor is out of stock and it becomes necessary for Williamson County to support its immediate operational requirements.

Westwood Pharmacy understands that it will be the principal source of supply for pharmaceuticals during the term of the contract. We understand that Williamson County reserves the right to purchase their products from other sources of supply in case of emergency or when vendor is out of stock.

Westwood Pharmacy will be responsible for making arrangements for emergency medication in the event a delivery cannot be made as specified; emergency response will be within two hours from time of order. Emergency medications can be filled by your emergency kit onsite, or your local backup pharmacy. Westwood Pharmacy will provide a pre-arranged local backup pharmacy for your facility, as we do for all of our facilities. The chosen back-up pharmacy will be subject to approval by Williamson County. This will be in accordance with Texas State Board of Pharmacy and federal regulations.

2. All pharmaceuticals, chemicals, and drugs provided under this contract shall conform to the standards set by the Federal Food and Drug Administration and the latest editions of the US Pharmacopoeia, the National Formulary, or the American Medical Association's publication, New Drugs, where applicable, whether-or-not this is specially indicated in the specification or proposal. In cases of multi-source drug products, names of manufacturers must be listed in the current FDA of approved drug products with therapeutic equivalence evaluations publication.

All pharmaceuticals, chemicals, and drugs provided by Westwood Pharmacy under this contract shall conform to the standards set by The Federal Food and Drug Administration and the latest editions of the US Pharmacopoeia, The National Formulary, or the American Medical Association's publication, New Drugs, where applicable. In cases of multi-source drug products, names of manufacturers will be listed in the current FDA of approved drug products with therapeutic equivalence evaluations publication.

3. Supplier must hold approved New Drug Applications (NDA) or Abbreviated New Drug Application (ANDA) for all products.

Westwood Pharmacy will comply fully with the above statement.

4. Supplier must be a licensed Medicaid vendor.

Westwood Pharmacy will comply with all State and Federal regulations as they relate to the requirements of this project.

5. Supplier must be an approved pharmacy by the Texas Department of Health/HIV program.

Westwood Pharmacy will comply with the above statement.

6. All products must be packaged in a manner that will afford reasonable protection against moisture and contamination always.

Westwood Pharmacy packages all medications with anticipation and forethought of a long-distance shipping. All packages will be safely and neatly packaged to ensure your medications are undamaged and protected against moisture and contamination at all times. Each package is reviewed before shipping to ensure that they are maintained at the manufacturers recommended specifications. All medications that require refrigeration are shipped with cold packs and in Styrofoam coolers to ensure that the proper temperature is maintained.

a. **Supplier shall utilize blister packs for dispensing of medications.**

Westwood Pharmacy will package tablets and capsules individually in bubble packs. Each package will be sealed and labeled according to physician prescription instructions. The label will include inmate's name and number, prescription number, medication name, dosage form, strength, quantity dispensed, directions for use, drug warnings/cautions when applicable, doctor's name, pharmacy name and contact information, and manufacturer's name, lot number, expiration date and date filled. Prescriptions will be labeled according to the specifications of your facility and in accordance with State and Federal requirements. Each packaged medication blister pack will contain a bar code for convenient scanning, and the prescription's authorization number. The medications will contain a duplicate peel-off label to expedite refill orders by fax, if necessary. Please find an example of our label and blister pack below.

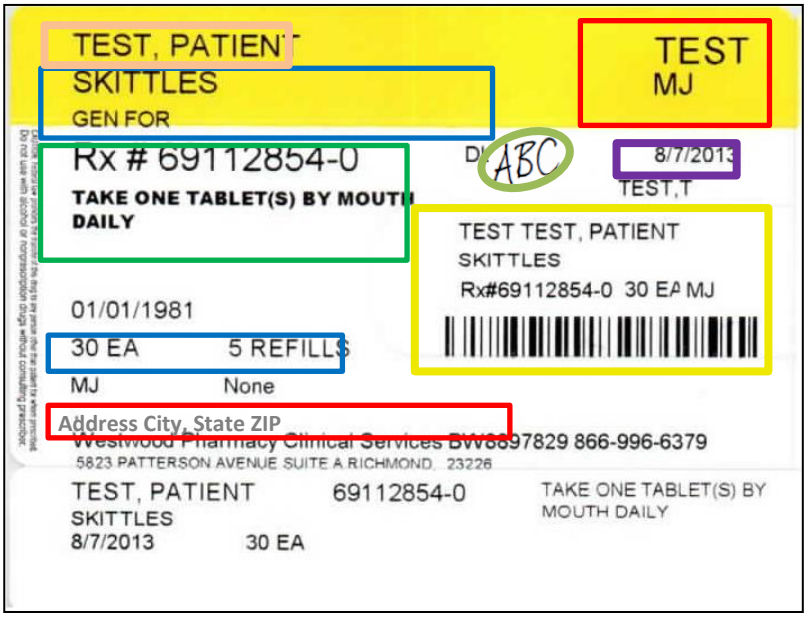
Bubble Pack Example:



b. Labels shall be affixed to the blister pack and the Medication Administration Record (MAR). Labels shall contain all the necessary information required by law as well as the inmates housing unit and date of birth. A sample of the blister pack should be included.

Labels containing all the necessary information required by law as well as the housing unit and date of birth will be affixed to each blister pack. Labels will include a two-part, peel off label that can easily be affixed to the Medication Administration Record (MAR). A sample image of the blister pack is included above and a sample image of the label is included below.

Label Example:



Area outlined in **red is the Facility name and address,** the area outlined in **peach is the patient's name**, the area outlined in **green is the directions for use and cautionary statements,** the areas outlined in **blue are the brand name and strength followed by the generic with the quantity and refills,** the product identification number can be found on the reverse of the blister card, the area outlined in **purple is the dispensing date** (expiration date is on the reverse of the card), the area circled in **green is the dispensing pharmacist's initials,** and the area outlined in **yellow is the two-part peel off label**

c. Supplier shall furnish Keep on Person (KOP) medications in approved containers and label them as such.

Westwood Pharmacy will supply Keep on Person (KOP) medications individual in approved containers and label them as such.

d. Supplier shall provide the County with a minimum four (4) medication carts for the dispensing of medications at no additional cost to the County. These carts shall be furnished with locks and keys in order to avoid unauthorized access.

Westwood Pharmacy will provide Williamson County with a minimum of four (4) medication carts for the dispensing of medications at no additional cost to the County. The carts will be furnished with locks and keys in order to avoid unauthorized access.

Westwood Pharmacy will provide a double-key stationary lock box for controlled dangerous substances. The size will be appropriate for the facility. Medication Cart maintenance will be the responsibility of Westwood Pharmacy and shall be replaced when requested by Williamson County. Wheel bearing replacement will be completed on a regular basis as needed.

e. Supplier shall have ability to provide a stock-medication type inventory.

Westwood Pharmacy will provide sealed emergency boxes for your facility filled with emergency stock supplies of prescription medications as determined jointly by Williamson County Jail and Westwood Pharmacy. The "Emergency Boxes" will be checked regularly and filled as needed to ensure the availability of emergency medical care at all times. The "Emergency Box Content Form" will be provided with the "Emergency Box", which will be filled out by medical personnel of Williamson County and communicated back to Westwood Pharmacy. This communication form will enable an accurate inventory of emergency medical supplies and identification of impending expiration dates. Emergency drugs will be provided in sealed emergency kit(s) as requested by the facility. The "Emergency Box" system is in compliance with all federal and state laws and regulations.

f. Protocols must be updated often to stay abreast of community standards.

Protocols will be updated often to stay abreast of community standards. The Pharmacy and Therapeutics Committee at Westwood Pharmacy, which constantly reassesses and updates our regulatory practices, will establish medication protocols, develop policies and procedures, identify cost containment areas and review therapeutic options. The committee will review and take corrective action on CQI audits completed by the consultant pharmacist or others. Westwood Pharmacy ensures that the most up-to-date protocols are being used to offer the highest standard of patient care.

7. Unless exceptions are made, such as for biological, all shipments of pharmaceutical products, which incur expiration dates, must have a minimum of one-year dating as of delivery.

Westwood Pharmacy pharmaceutical products, which incur expirations dates, will have a minimum of one-year dating as of delivery unless exceptions are made.

8. Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

a. Trademarked items in original unopened package in accordance with the vendor's return goods policy. Vendor shall provide a copy of the return goods policy.

Trademarked items in original unopened package can be returned for credit in accordance with Westwood Pharmacy's return goods policy. That policy is included in full below.

b. Non-trademarked items in original unopened packages, in accordance with the vendor's return goods policy.

Non-trademarked items in original unopened packages can be returned for credit in accordance with Westwood Pharmacy's return goods policy. That policy is included in full below.

c. Outdated biological products returned within one year after expiration date.

Outdated biological products can be returned in accordance with Westwood Pharmacy's return goods policy. That policy is included in full below.

d. Any product that arouses questionable physical properties or therapeutic activities. The County reserves the right to return such product to the vendor for credit or immediate replacement. Return of such products shall not require prior notification to the vendor, and shall be returned at the vendor's expense.

Westwood Pharmacy will exchange for credit or immediate replacement any product that arouses questionable physical properties or therapeutic activities. Return of these products shall not require prior notification and shall be returned at the expense of Westwood Pharmacy in accordance with Westwood Pharmacy's return goods policy. That policy is included below.

Return Policy

Westwood Pharmacy, in accordance with State and Federal Law, will provide protocols for the return and credit of medication from the Williamson County Jail. Credit will be given at **100% cost of medications to your facility at no processing fee** for medications returned by Williamson County when the following criteria have been met:

- The Rx medication did not leave the control of the registered professional nurse or licensed practical nurse responsible for administration and security of the prescription drug. The prescription drug will only be administered to the individual for whom it was prescribed.

- Labeling and packaging of the prescription drug that have not been tampered with in any shape or form. This includes, but is not limited to
    - Identity
    - Strength
    - Expiration
    - Lot number

- The prescription was dispensed in unit dosage blister cards or original manufacturer's packaging.

- The prescription medication is not:
    - A controlled substance
    - Expired
    - Damaged or deteriorated
    - Contaminated or compromised by outside environment
    - Improperly stored

All returned medications will be documented by Williamson County. The medications will then be shipped to Westwood Pharmacy at our expense. Medications received will then be catalogued at our facility for documentation, accountability, and for the purpose of providing credit to be used for the next billing cycle.

Credit will be given on a monthly basis for all medications including both full and partial cards as well as for half tablets. Only medications that comply with State and Federal regulations and will not expire within 90 days will be credited.

Credits will be issued in accordance to the above regulations. Credits are offered on full and partial blister cards at 100% of the medication cost to your facility with no processing fee. No additional charges will apply for the restocking of medications. According to DEA regulations, controlled substances cannot be returned to the pharmacy provider. The controlled substances will be destroyed quarterly in accordance to State regulations.

9. The County reserves the right to submit samples of products of doubtful potency or composition to a competent independent laboratory for assay, and in such cases, the cost of such assay will be paid by the supplier if products are found to be below US Pharmacopoeia, National Formulary, or Federal Standards.

In the case that the county submits samples of products to an independent laboratory for assay and the products investigated are found to be below the US Pharmacopoeia, National Formulary, or Federal Standards, Westwood Pharmacy will endure the cost of such assay.

10. Final inspection of all products and decision of acceptance or rejection will be made by the County. Final inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in nonconformance with specifications.

Westwood Pharmacy understands the above statement and will comply with the specifications set forth by the county.

11. The County shall be billed monthly. The billing procedures shall allow for separate billing for inmates that are identified as I.N.S. or U.S. Marshall Inmates and that billing should go directly to the respective agency.

Westwood Pharmacy will bill Williamson County on a monthly basis. We will bill a separate agency for those inmates that are identified as I.N.S. or U.S. Marshall.

12. Separate itemized billing and credit invoices, on-line or computerized program for billing and credits, computerized inventory control in addition to online ordering must be provided and should be used for invoice reconciliation. In addition, the County Jail must be notified via e-mail and/or fax prior to shipment of partial orders. The e-mail or fax must list what item(s) and quantity(s) are not being shipped and when these item(s) will be available for shipment to complete the order.

Separate itemized billing and credit Invoices will be sent out monthly. In addition, all billing, credits and inventory can be accessed by using our unique technology eLinkRx. Williamson County will be notified via eLinkRx or email of any partially filled orders, Williamson County will receive the completed shipment the next day.

13. Inventory should be controlled by scanning orders for delivery and return.

All inventory sent or received by Westwood Pharmacy is controlled by a scanning device. Each packaged medication will contain a bar code for convenient scanning. The medications will contain a duplicate peel-off label to expedite refill orders. By placing your refill orders through eLinkRx, you can quickly and easily reorder by scanning the bar code on the blister card. Reordering through eLinkRx significantly reduces your nurses' time spent on this process. The blister packaging also allows for maximum credit on unused pharmaceuticals.

Westwood Pharmacy will supply a delivery summary sheet with each delivery to Williamson County. This delivery summary sheet details all of the medications included in the shipment for verification. Through eLinkRx, your facility will be able to scan in orders received with your daily shipment for reconciliation.

14. Supplier shall have the ability to generate the following reports:

i. Tracking of usage of medications by inmate, specific doctor, or specific medication
ii. Online invoicing
iii. Itemized incoming deliveries
iv. Online credits and online returns
v. Overall credit % per time period requested
vi. "Ad hoc" reports

Westwood Pharmacy's database experts on staff, will be able to generate any report requested by Williamson County's Medical Director. Westwood Pharmacy custom designs reports for all of its facilities. If a custom designed report is needed, we will ensure that the utilization staff designs a report to your facility's specifications which will include: (i.) Tracking of usage and medications by inmate, specific doctor, or specific medication, (ii.) Online invoicing, (iii.) itemized incoming

deliveries, (iv.) Online credits and online returns, (iv.) Overall credit % per time period requested and (v.) "Ad hoc" reports. We provide scheduled monthly formulary management reports and proper invoicing and printouts to facilitate full reconciliation of charges.

Westwood Pharmacy will provide the medical department and jail administration the use of our software system, eLinkRx. This technology was specifically designed for correctional healthcare. One of its key features is that it allows the medical staff the ability to generate their reports on-site. Through the use of eLinkRx Williamson County medical staff will be able to track the usage of medications by inmate, specific doctor, or specific medication.

Sample reports are included in this proposal in the section labeled "Sample Reports." The data for these reports were derived by combining patient profiles from several of our facilities. Therefore, the data is real, but not attributable to any one facility that we serve.

15. A computerized program interface linking the County Jail to the supplier must be available. Provide a detailed description of interface including any software and/or hardware that is required. If software and/or hardware are required, state whether it will be provided by the supplier or must be provided by the County.

Westwood Pharmacy has and will continue to provide Williamson County with our state-of-the-art technology, eLinkRx. We value our relationship with Williamson County and your facility will be on the front line for any upgrades to eLinkRx. All associated software and hardware will be included, free of charge.

eLinkRx has been designed exclusively for correctional healthcare. This paperless solution gives physicians the ability to transmit prescriptions electronically and send them directly to the pharmacy for processing. eLinkRx is real-time technology that grants physicians and nurses with immediate access to all patient information. It was developed to eliminate the time spent by medical staff transcribing orders to the pharmacy using order sheets and Medication Administration Records (MARs). This software greatly reduces the amount of time spent on paperwork and eliminates the occurrence of medical errors caused by misinterpretations and manual transcription of physician's orders.

Bubble packs can be scanned into eLinkRx, using the barcode on the label, once received. The same barcode can additionally be scanned to easily reorder medications. Our two-part label will allow your nurses to submit refill orders via fax if this is still the preferred method.

Advantages of eLinkRx:

Reduces or eliminates the amount of time spent:

- Transcribing physicians' orders from charts to pharmacy order sheet
- Transcribing physicians' orders from charts to Medication Administration Records (MARs)
- Faxing new orders and wait for verifications from the pharmacy
- Answering requests from pharmacy for clarification of inmate name, ID, drug name, strength, etc.
- Reviewing MARs at the end of each month, you have the ability to print them off on-site

The Physician can easily:

- Review patient medical charts
- Look up patient pharmacy history, diagnosis and allergy information
- Access current pharmacy orders
- Obtain past profiles of released inmates upon re-admission
- Access system from remote location to enable assessment of patients when not on-site
- Receive reminders when non-formulary drugs are prescribed with suggestions for an alternative on the formulary

The Nursing staff can easily:

- Enter verbal orders from physicians
- Have access to diagnosis and allergy information without pulling patient chart
- Print essential reports and MARs onsite
- Enter discontinued orders to maintain accurate MARs
- Update database on inmates that have been released or transferred

Pharmacy will:

- Receive new orders once uploaded by the physician
- Review all diagnosis and allergy information that is critical in determining proper drug therapy
- Ensure accurate inmate name and ID information
- See what non-formulary medications have been prescribed, allowing for an alternative drug on the formulary

Please find more information regarding eLinkRx in the eLinkRx User Guide included at the end of this document.

16. Supplier shall provide on-site quarterly inspections by a registered Pharmacist at no additional charge upon request by the County.

Westwood Pharmacy will provide a pharmacist to conduct quarterly inspections of the pharmacy operations and submit the written quality assurance reports to the Medical Director, Health Services Administrator and the Pharmacy and Therapeutics Committee. The consultant will ensure that the pharmaceuticals stored within the facility are within the expiration date and have not been compromised through improper storage. Medications that are found to be out of date or compromised will be removed and destroyed. These quarterly inspections will be at no additional cost to Williamson County.

The consultant pharmacist will participate in the quarterly Pharmacy and Therapeutics (P & T) Committee meetings. The pharmacist will coordinate the agendas, present reports and utilization data, and act as Secretary of the committee.

The Pharmacy and Therapies Committee will establish medication protocols, develop policies and procedures, identify cost containment areas and review therapeutic options. The committee will review and take corrective action on CQI audits completed by the Consultant Pharmacist or others.

17. Evaluation of proposals will be made to the responsive or responsible Pharmaceutical Supplier submitting the overall best proposal, with 40% of the evaluation weighted criteria on having the lowest cost consisting of the current average wholesale price (AWP) minus percent (%) discount plus a dispensing fee (if applicable). Alternative pricing models may be considered. The publication used to determine average wholesale price should be provided by each proposer. In addition, 30 % of the evaluation weighted criteria will be on meeting specification requirements, and 30 % of the evaluation weighted criteria on vendor submitted references and vendor experience working with correctional facilities.

Westwood Pharmacy acknowledges the above statement.

18. Proposers overall mark-up prices shall include cost of shipping and delivery of the pharmaceutical item to the designated delivery point and shall not include Federal or State of Texas sales, excise, and use taxes.

Westwood pharmacy's overall mark-up of prices include the cost of shipping and delivery of the pharmaceutical item to the designated delivery point and does not include Federal or State or Texas sales, excise, and use taxes.

19. Proposer shall provide three (3) price list copies plus one original with their proposal.

Westwood Pharmacy will submit this bid response electronically via BidSync.

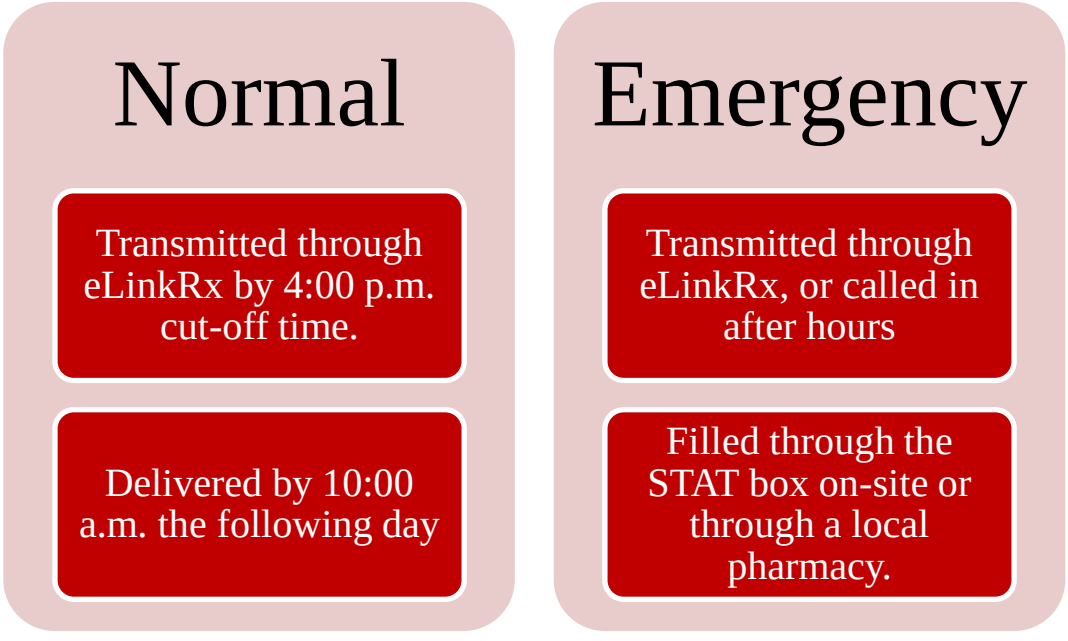
20. The preferred order method for new prescriptions and refills shall be online, however, orders placed by fax or phone shall be accepted. Additionally, emergency "stat" ordering shall be done by phone.

Westwood Pharmacy's electronic prescribing system allows your facility to electronically request and transmit prescriptions directly to the pharmacy to be processed. This includes prescriptions and over the counter medications. We also receive orders via phone and fax machine. For all emergency or "stat" ordering an on-call pharmacist will be available 24 hours a day, 7 days a week, and 365 days a year by phone.

21. Delivery of all items supplied under this contract shall be made FOB destination. The proposer shall provide next day delivery for all items ordered by 4:00 PM the previous day. Deliveries shall be made Monday through Saturday. Orders received by vendor on Saturday shall be delivered on Monday.

Westwood Pharmacy provides 24-hour service to its facilities, 7 days per week, for 52 weeks per year. New prescription and refill orders can be faxed (using two-part peel off barcode label) to Westwood Pharmacy anytime day or night or sent via our correctional specific software, **eLinkRx**. Orders received by your negotiated cut-off time (e.g. 4:00 p.m., negotiable) will be delivered by 10:00 a.m. the next day to the address specified on the purchase order. Delivery will come at no additional cost to Williamson County.

Tracking numbers for shipments will be transmitted to your facility each day before the shipment goes out. The orders will be shipped with a delivery sheet (or packing slip) identifying the contents of the delivery for verification. Through our innovative, correctional field specific software, **eLinkRx**, your facility will be able to scan in orders received with your daily shipment. All items shipped will be packaged to prevent damage during transport. Please find more information regarding shipping on the following page.



Outline of Order and Delivery:

- Orders transmitted by 4*:00 p.m. (negotiable)* on weekdays are shipped **overnight for next-day delivery** and arrive by 10:00 a.m. the next day to the specified address.
- All STAT orders are provided within the hour through STAT/Emergency kits onsite or are filled by a local backup pharmacy.
- Delivery Times are **Negotiable**.

Westwood Pharmacy will be responsible for making arrangements for emergency medication in the event a delivery cannot be made as specified and emergency response will be prompt. Emergency medications can be filled by your emergency kit onsite or your local backup pharmacy. Westwood Pharmacy will provide a pre-arranged local backup for your facility, as we do for all of our facilities. The chosen pharmacy will be subject to approval by Williamson County.

In case of emergency, your facility will call our pharmacy, and we will then call the backup pharmacy and order the medications. Emergency medication will be delivered after an order is placed, seven (7) days a week twenty-four (24) hours a day. We will bill your facility for the medications during the next billing cycle. You will be given all contact names and phone numbers for all pertinent Westwood Pharmacy staff in the event of emergency medication needs. There will be no additional cost for emergency deliveries and our price for medications will be used.

In the event the needed medication is not able to be filled through your e-kit, a local back up pharmacy will be used to fill the prescription. Prescriptions from the local pharmacy will be delivered promptly from the time order is placed. Westwood Pharmacy will provide a pre-arranged local backup for your facility, as we do for all of our facilities. The chosen pharmacy will be subject to approval by the county. This pharmacy is our guarantee of continuous, uninterrupted, access for the provision of

emergency medications. The STAT/ Emergency system will comply with all Texas State and Federal laws and regulations.

22. Supplier will be required to maintain all records for five (5) years. These records shall be the property of the county.

Westwood Pharmacy ensures Williamson County that all business and prescription records will be maintained on behalf of the Williamson County residents for five (5) years. No records shall be made available to others for any purpose other than for the provision of drugs under this agreement and for preparing statistical analysis reports. All such reports will only contain statistical data and will omit any identifiable information relating to Williamson County or any resident. These records shall be the property of Williamson County.

23. The proposer's representative must be available to respond to all calls from the using county agencies to assist in filling emergency orders, resolving complaints and problems regarding orders and deliveries and the return of goods.

Westwood Pharmacy's clinical on-call pharmacist will be available 24 hours a day, 7 days a week for all calls from Williamson county agencies and will assist in filling emergency orders, resolving complaints and problems regarding orders and deliveries and the return of goods.

24. The proposer shall provide a local telephone number or a toll-free number from Georgetown, Texas for the placement of calls against this contract and shall provide the name, title, and telephone number of a representative who can be contacted and available to provide around-the-clock, 24-hour, 7-days a week, customer service. Telephone numbers provided for this purpose shall not be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing emergencies and problems.

i. Name____Dr. Shubhro Pal_____

ii. Phone Number_____(804) 288-3620_____

iii. Emergency Order Phone Number_____(804) 288-1933_____

iv. Fax Number_____(804) 288-1510_____

25. All orders will be placed through the issuance of a purchase order. The purchase order number must be referenced on all invoices submitted to Williamson County.

All orders placed by Williamson County will be placed through the issuance of a purchase order. The purchase order number will be referenced on all invoices submitted to Williamson County.

26. Williamson County would prefer a vendor with substantial experience working in correctional facilities. Please provide your firm's years of experience in a correction's environment.

Westwood Pharmacy has over twenty years of experience working in the correctional pharmacy industry. We currently service more than 140 jails in twenty states coast to coast.

Westwood Pharmacy Pricing Proposal
Williamson County Jail
September 18, 2017

Pricing Model:

Westwood Pharmacy will bill Williamson County under the following Average Whole Price (AWP) minus a percentage (%) discount guidelines:

1. **Brand Name Medications**
   - **AWP minus 23% per Rx**
   - **With no dispensing fee**

2. **Generic Medications:**
   - **AWP minus 94.5% per Rx**
   - **With no dispensing fee**

   - **Credits are offered on medications for full and partial blister cards at 100% of the medication cost to your facility with no processing fee.**

   - **Westwood Pharmacy will not sell medications below cost. If this formula results in an item below cost, the item will be billed at cost.**

The above pricing includes:

- No additional charges for eLinkRx, our correctional specific software
- A registered pharmacist to conduct quarterly on-site inspections
- Medications carts for the duration of the contract on loan
- Fax machine for the duration of the contract on loan
- 24/7/365 on call support/consulting
- Monthly and ad hoc reports
- No charge for delivery
- No charge for Video Training Tools

Credit on Returns

Westwood Pharmacy, in accordance with State and Federal Law, will provide protocols for the return and credit of medication from the facility. Credit will be given at 100% cost of medications to your facility with no restocking for medications returned by the facility when the following criteria have been met:

- The Rx medication did not leave the control of the registered professional nurse or licensed practical nurse responsible for administration and security of the prescription drug. The prescription drug will only be administered to the individual for whom it was prescribed.

- Labeling and packaging of the prescription drug that have not been tampered with in any shape or form. This includes, but is not limited to
    - Identity
    - Strength
    - Expiration
    - Lot number

- The prescription was dispensed in unit dosage blister cards or original manufacturer's packaging.

- The prescription medication is not:
    - A controlled substance
    - Expired
    - Damaged or deteriorated
    - Contaminated or compromised by outside environment
    - Improperly stored
    - Refrigerated items
    - Specialty items as determined by Westwood Pharmacy

All returned medications will be documented by the facility. The medications will then be shipped to Westwood Pharmacy at our expense. Medications received will then be catalogued at our facility for documentation, accountability, and for the purpose of providing credit to be used for the next billing cycle. Credit will be given on a monthly basis for all medications including both full and partial cards as well as for half tablets. Only medications that comply with State and Federal regulations and will not expire within 90 days will be credited.

Credits will be issued in accordance to the above regulations. Credits are offered on full and partial blister cards at 100% of the medication cost to your facility with no restocking fee. No additional charges will apply for the restocking of medications. According to DEA regulations, controlled substances cannot be returned to the pharmacy provider. The controlled substances will be destroyed quarterly in accordance to State regulations. The final decision on credits will be at the discretion of the pharmacist.

eLinkRx User Guide

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USER GUIDE

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Logging In:

- Every user has a unique Log-in ID
- Username will be the first letter of your first name + your last name
- Example : Betty Smith's username will be BSMITH
- Initially, your password will be set to "password". Upon entrance, your password will expire and you will have the ability to change it to what you prefer.

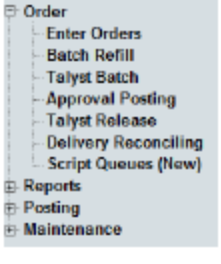
Keyboard Key Functions:

We recommended using the keys on your keyboard rather than the mouse. This will help you to avoid accidentally omitting information or skipping important fields. To help you properly navigate the software, the following key functions are provided:

Enter Key = Complete task and skip field
Tab = Skip to next field
Shift + Tab = Return to previous field
Arrow = Scroll and skip to next field
F1 = Open/Close Tree View
F2 = Search
F5 = Refresh
F7 = Return to previous screen
F8 = Exit the system
F9 = New
F10 = Edit
F11 = Change ID/password (New User)
Page Up/Page Down = Scroll by Page
Ctrl + Tab = Next
Shift + Ctrl + Tab = Previous
HOT KEYS – Any letter or number that is underlined may be selected after pressing Alt + the underlined letter/number

MAIN SCREEN:

- TREE VIEW



- **Ability to create/customize shortcuts**
  - Example: If you use "Enter Orders" frequently, click and drag to drop it into QuickView becomes a single button you can press.
  - **To Delete shortcut** – Right Click, Select Delete
- **Can also use Windows Style at the Top to Navigate**

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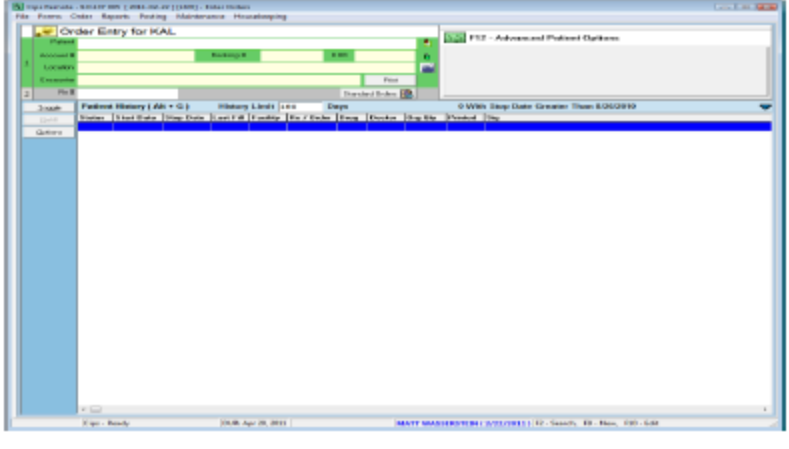
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Order Entry:

1. In the left panel, double-click on the *Order* option to expand the tree. (Note: If the Tree View is not visible, press the *F1* key.)



2. Double-click on the *Enter Orders* option. This window contains patient demographic Info.

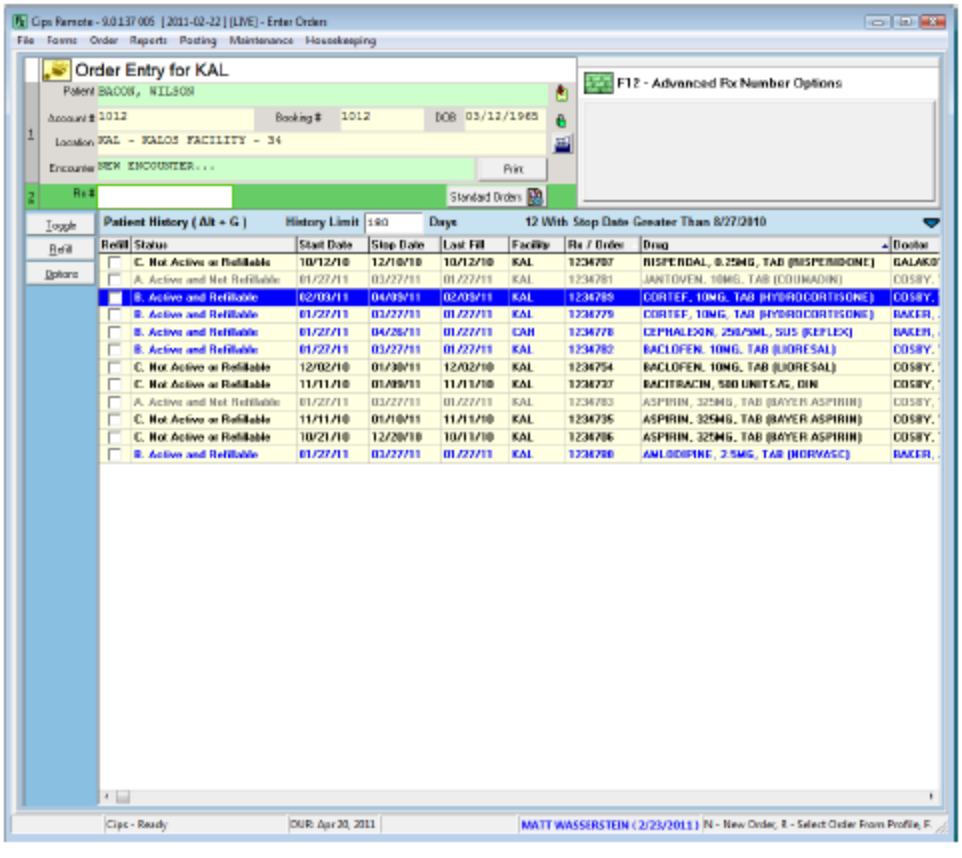


3. **Patient Demographics:** In the *Patient* field, press *Enter* to search for the patient's name. The Patient Search window will appear. (Note: You may modify the window to search by Account Number, Internal ID, Booking Number, or Medical Number.)
4. In the Patient Search window, type the first few letters of the patient's last name. Press *Enter*.
a. If there is more than one patient with the same last name, verify by comparing other identifiers such as the Account Number and/or DOB before choosing the patient.
5. After the patient has been chosen, all demographic information in the order entry window should auto-populate and the cursor should skip to the *Rx* field. You will also see the Patient History list.
6. **Rx:** In the *Rx* field, press *Enter* to begin filling a new order.

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eLinkRx User Guide

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7. The cursor should now be in the *Drug* field. Press *Enter* or the *F2* key to begin a search for the correct medication.

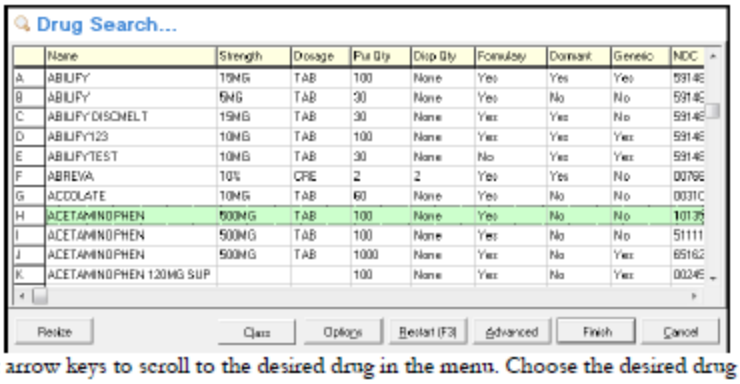
8. In the Drug Search window, type the first few letters of the drug's name and press *Enter*. The drug list will appear.

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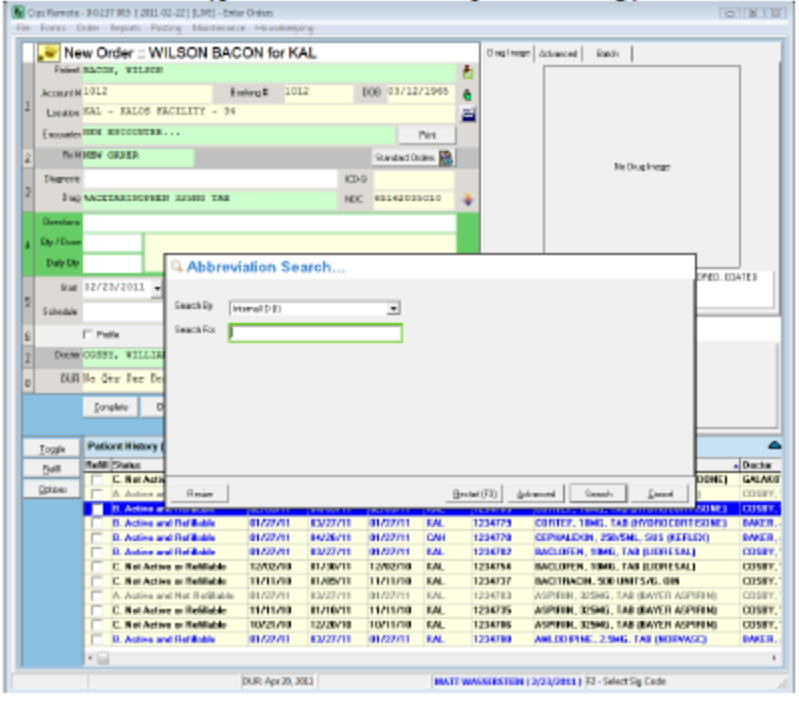
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9. Use your arrow keys to scroll to the desired drug in the menu. Choose the desired drug and press *Enter*. If generic equivalents are available, choose the generic drug.
10. In the *Directions* field, press the *F2* key and then *ENTER* to search for appropriate directions as recognized by eLinkRx. (The directions are known as the "Sig.") You can also type a free-text Sig in the *Directions* field or type a short code that corresponds to the Sig you want.



11. After you have entered directions, the cursor will move to the next field; *Qty/Dose*.
12. If the Sig is recognized, the system will auto-calculate and apply the correct amount. If the amount is correct, press the *Enter* key to move on to the *Daily Qty* field.
13. Verify that the "Daily Qty" is correct and press *Enter*.

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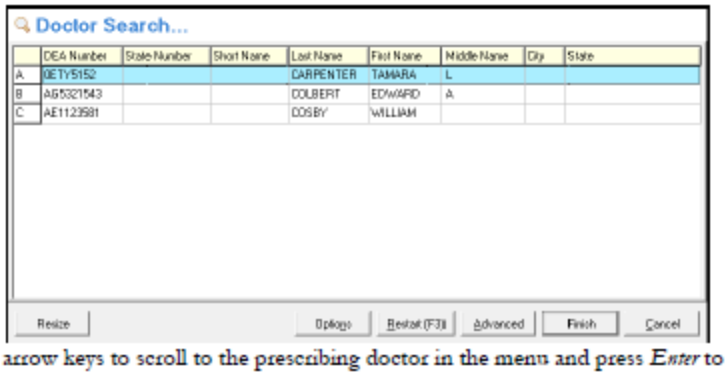
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14. **"Start Date" and "Stop Date:"** If you enter the number of days being supplied, the system will automatically calculate the duration of the therapy and apply the correct dates to the calendar. You may also choose to enter a specific "Start" and "Stop" date and allows eLinkRx to calculate the "Days Supply." When you are finished, press *Enter.* This will move the cursor to the *Dispense As* drop-down field.

15. In the *Dispense As* field, use your arrow keys to choose an option and press *Enter* twice. (If you'd like to profile the med so it will be on the patient profile and not filled by the pharmacy, check the profile box in field 6.)

16. The cursor should now be in the *Doctor* field. Press the *F2* key to begin a search for the prescribing doctor's name.

17. When the search window appears, type the first few letters of the doctor's name and press *Enter.* You can also type in the first few letters of the doctor's last name from the Doctor field directly



18. Use your arrow keys to scroll to the prescribing doctor in the menu and press *Enter* to select The doctor's name.

19. The doctor name will appear in the *Doctor* field. Press *Enter.*

20. Press *Enter* again to complete the order.

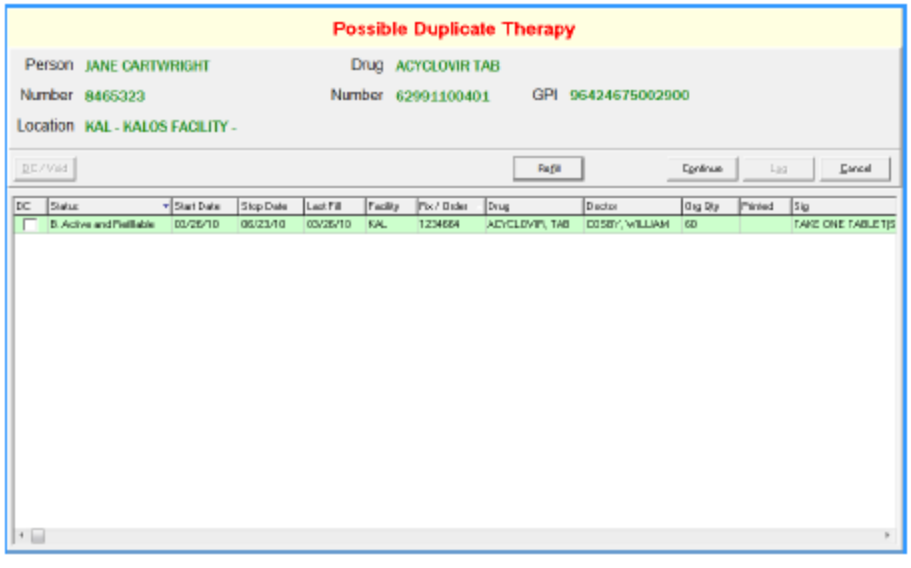
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Possible Duplicate Therapy

The Possible Duplicate Therapy window will appear when the medication you are ordering has the same active ingredients as another active script. The existing script can be viewed in the window.



- You will be given the option of refilling the older script (by clicking on the *Refill* button),
  continuing with the order you are already filling, or canceling the order.

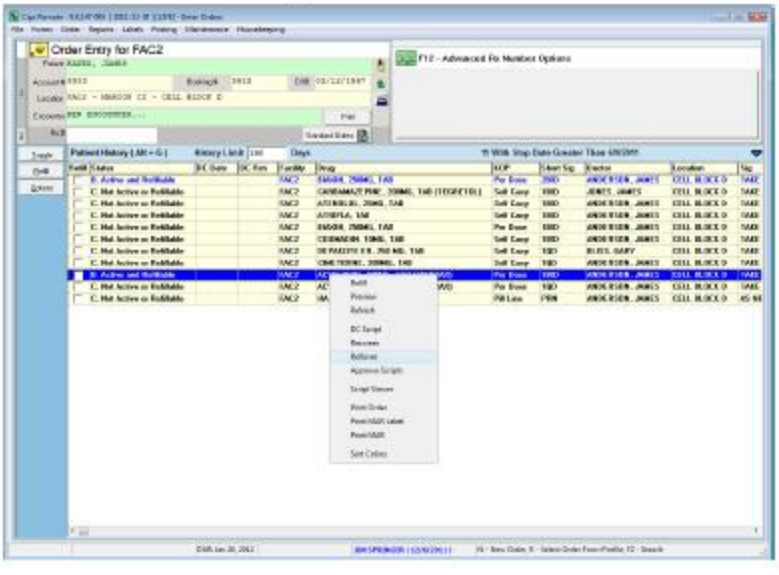
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Rollover Medication Order

- The "Rollover" function is a convenient way to reorder a medication that has been used in the past but is no longer active.
- **Tree View → Order→ Enter Orders**
  - Select patient – find script you wish to roll over in Patient History list
  - Right-click on the script and select *Rollover*.



- The Rollover screen will appear and the cursor will be in the Start field. Now you can change the Start and Stop dates for the order and any other fields. Complete the process as you would for a new order.
- Do Not rollover scripts that have not expired. If you must do this, make sure you send it as profile only.

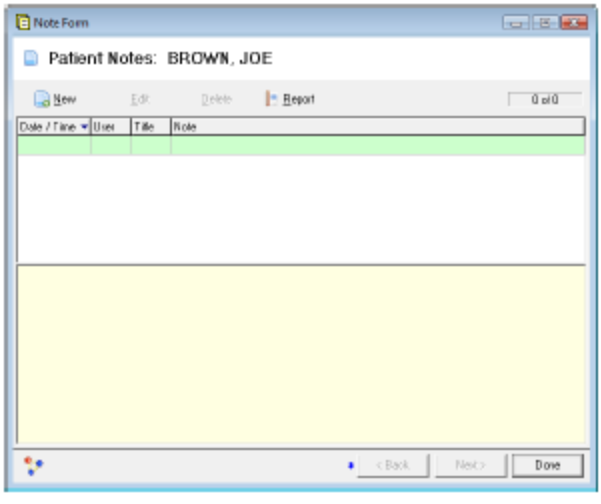
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Patient Notes

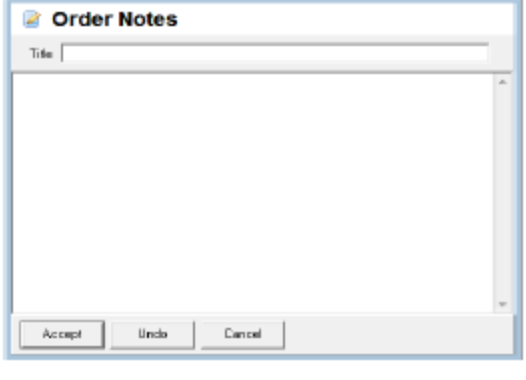
1. To post a message regarding the patient, click on the post-it icon with the thumbtack, next to the patient's name. The Note Form window will appear.



2. Click on the *New* button. When the next window appears, labeled "Note Setup," enter the title of the message and then enter a brief description in the *Text* field.
3. Click *Finish* to complete the note. Then click *Done* on the Note Form window.

Order Notes

1. To post a note regarding the order, click on the post-it icon with the thumbtack, next to the *Qty* field. The Order Notes window will appear.
2. Type the title of your note and a free-text description in the blank space below then Click Accept



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Create New Patient / Edit Patient

1. To Create a New Patient you must go to the Enter Orders Screen and press F9. If you are editing a current patient…make sure the cursor is in the patient field and press F10.
2. **Bold Fields** are Required Information
3. Must select Location tab and Fill in Facility Name.
4. Remember to select Apply when completed.
5. If you are entering an ICE patient , USMS patient, or a patient with any other third party information see the special directions on the following page.

Release Patient(s)

Releasing an Individual Patient:

1. Go to Posting→Release Patient…. then search for the Patient.
2. Once you have selected the patient provide a DC Reason, press Next, and Finish.

Releasing a Group of Patients:

1. Go to Posting→ Batch Patient Release
2. Enter your Facility Code
3. The Entire Roster will load.
4. Check the Boxes next to the patients you intend to release.
5. Select Process at the bottom Right of the screen to complete Release.

WESTWOOD PHARMACY

eLinkRx User Guide

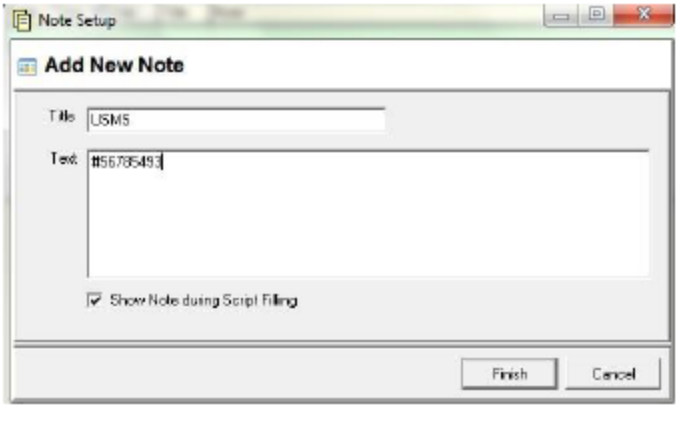
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ADDING AN ICE OR US MARSHALL PATIENT

- There are 2 steps to adding an ICE or US Marshall Patient. This is important so we do not bill your facility.
- Place the number in Special Field 1 with the prefix **ICE#** or **USMS#** when adding the new patient.



- Add a patient note with the title ICE or USMS followed by the number in the Text Field



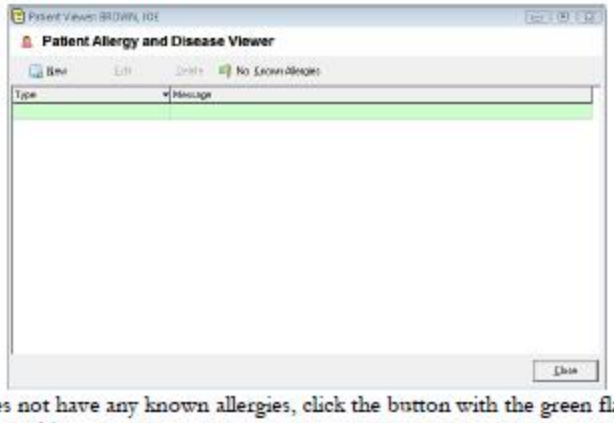
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Allergies

1. An allergy alert can be entered on all patients receiving medications. To view or add an allergy alert, click on the tissue box icon next to the patient's Date of Birth. The Patient Allergy and Disease Viewer window will appear.



If a patient does not have any known allergies, click the button with the green flag called "No Known Allergies." To activate a new allergy or medical condition, click on the *New* button. Select from the applicable item menu and click *Save*.

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Refill Existing Script

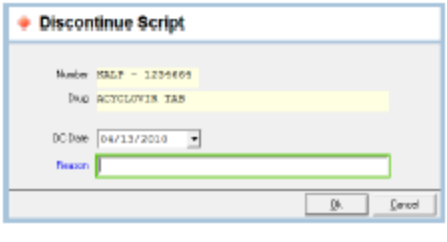
- Several ways to refill a script:
  - **If you know the Script Number**, -- Type it into the Rx # field and press *Enter*. The script information should populate on the Preview screen. The *Refill* button will be highlighted automatically. Press Enter to begin refilling the script on the Refill screen. Complete the regular filling process.
  - **If you do not know the Script Number** – then you can complete the refill process by selecting the patient and then double-clicking on the correct script in the Patient History list. After double-clicking on the script, you will be taken directly to the Refill screen. Complete the regular filling process.
  - **You can also click once on the script and then click the Refill button OR right-click on the script in the Patient History list and select Refill.**

Batch Refill Process

- Scan the scripts you want to refill OR type the script numbers into the Rx field and click Add (or press Enter)
- If the script can be refilled, it will appear in the "Ready to Refill" box.
- If the script cannot be refilled, it will appear in the "Unable to Refill "box. The reason that the script cannot be filled will be listed in the orange box at the bottom of the screen.
- When finished, Click *Process Refill*.
- Scripts that can't be filled will remain in the "Unable to Refill" box. To print a list of these scripts, click the *Print Error Report* button at the top right-hand corner of the screen. The report will be displayed and can then be printed. The Script Order Report will show only those scripts that could NOT be refilled.
- **If you want to include the scripts that were sent for refill, the report must be run before the refills are processed.**

Discontinue Medication Order

- **Order→Enter Orders→**Select Patient
- Right-click on the script and select D/C Script.
- Enter or F2 = Reason Search Window. Press Enter again for a list of Reasons.



- Click Ok in Discontinue Script Window. Status changes to "Not Active or Refillable"

WESTWOOD PHARMACY

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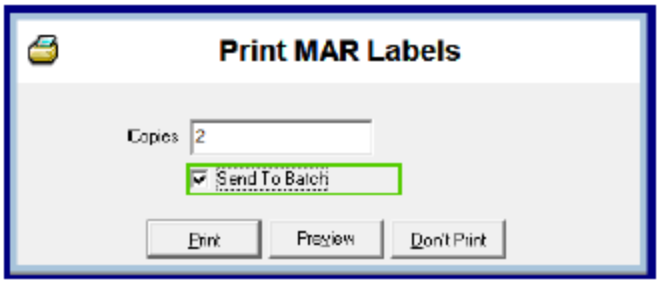
eLinkRx User Guide

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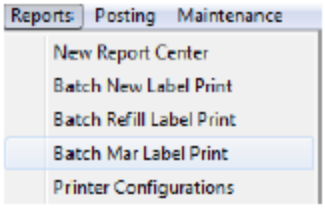
BATCH MAR LABEL PRINTING

After completing an order you have the option to print the MAR label or send it to batch.

Check the "Send to Batch" box.



To print off the labels that have been sent to the batch go to Reports→Batch MAR Label Print.



Enter your name under the User Field and then print.

DELIVERY RECONCILING

The Delivery Reconciling screen allows you to confirm a list of scripts that has been delivered to your location from the pharmacy.

1. Scan the barcode on one of the blister cards that came over in the delivery.
2. The delivery list will auto-populate
3. As you scan (or type) each script into the system, elinkRX will check for discrepancies.
4. Select the Scan Complete Option at the top right of the screen. If you are missing anything in your order, the order will remain in the Not Scanned area. Notify the pharmacy if this occurs.

WESTWOOD PHARMACY

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eLinkRx User Guide

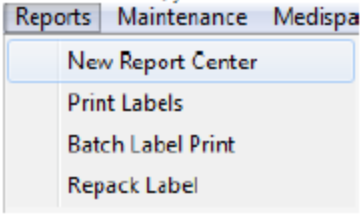
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REPORTS

The reporting options available in eLINKRX offer a variety of uses. Although each report applies to a unique situation, the reports generally have the same format and can be run in similar ways. Below are instructions for general tasks involved in running reports.

Locating Reports

Reports can be found in the ***New Report Center,*** which is located under the *Reports* menu item. From this center, you can run a search to find the report you are looking for.

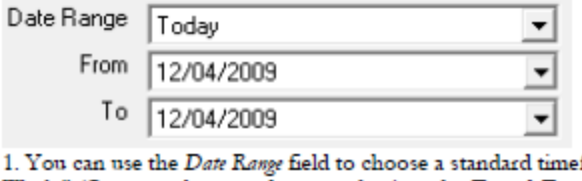


Choosing a Printer

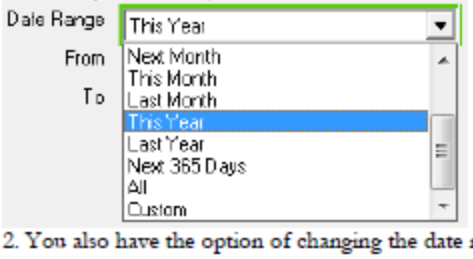
Use the drop-down in the *Printer* field to select the correct printing location.

Setting the Date Range

The scripts that are shown in many of the reports will be drawn from a particular timeframe. Use the *Date Range* fields to select the time period that will be included.



1. You can use the *Date Range* field to choose a standard timeframe such as "Today" or "Last Week." (Once you have made your selection, the *To* and *From* fields will automatically change to match your choice.)



2. You also have the option of changing the date range by adjusting the *From* and *To* fields. By doing this, you can choose a specific timeframe. Once these fields have been set, the *Date Range* field will read, "Custom."

Saving and Loading Forms

For reports that will be run many times with similar information, you may want to save your report settings for future use. Then you will be able to load your report settings to run the report again at a later date. To do this, follow the instructions below

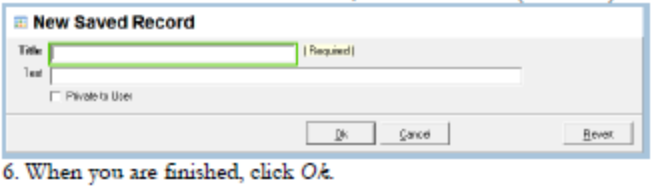
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Saving a Form

1. Create your report settings.
2. Click *Preview* to ensure that everything is displaying correctly. Click on the *Close* button to close the preview.
3. Click the *Save Form* button.
4. The Save Data Form window will open. Click *New*.
5. In the New Saved Record window, enter a title and (if desired) a short description.



6. When you are finished, click *Ok*.

Loading a Form

1. After opening the report screen, click on the *Load Form* button. The Load Data Form window will open.
2. Find the title of the report form that you saved to reuse.
3. Double-click on the correct option.
4. The report information will fill the correct fields throughout the screen.

Pressing *Reset* will remove all of the report information and return the report to its default settings.

Printing/Exporting Reports

1. Before printing a report, you can click the *Preview* button to view a copy of the report. When you have finished viewing the report preview, close the preview screen. Click *Print* to print a hard copy of the report.
2. Some reports can be exported to a specific location. To export a report file rather than simply printing a hard copy, you can select the correct location in the *Export File* field. When you have finished creating your report, click the *Export* button.

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ABBREVIATION REPORT

The Abbreviation Report lists the preset short codes that can be used to create Sigs in the filling screen. These directions instruct patients on how medication should be taken. Short codes can be used to quickly and easily generate common Sigs. The Abbreviation Report allows you to view each of these Sigs along with their designated short codes.

MAR REPORT

Print MARS for patients or entire facility over the date range selected. More info. available on following pages.

FACILITY REPORT

Print your barcode for delivery reconciling scanning. See **Delivery Reconciling** (p. 14)

ORDER LISTING

View the Orders placed and their status over the date range selected.

PATIENT PROFILE

The Patient Profile Report is a detailed report providing the Script Number, Patient Name, Sig, Facility, Rx Original Date, Rx Expiration Date, Doctor, Drug, Last Fill, Quantity Dispensed, and Last
Fill Date for whatever date range you specify. The report can give this information for all patients or for a specific patient only.

REFILL DUE REPORT

The Refill Due Report shows the number of scripts that will be due for refill within the number of days you enter.

SCRIPT EXPIRATION REPORT

The Script Expiration Report shows a list of scripts that have expired or will expire within a selected time period.

SCRIPT REPORT

The Script Report allows you to produce reports for particular types of scripts. You can specify what type of scripts are to be included in your report. The range of options available allows you to produce reports that are general in nature or more specific.

WESTWOOD PHARMACY

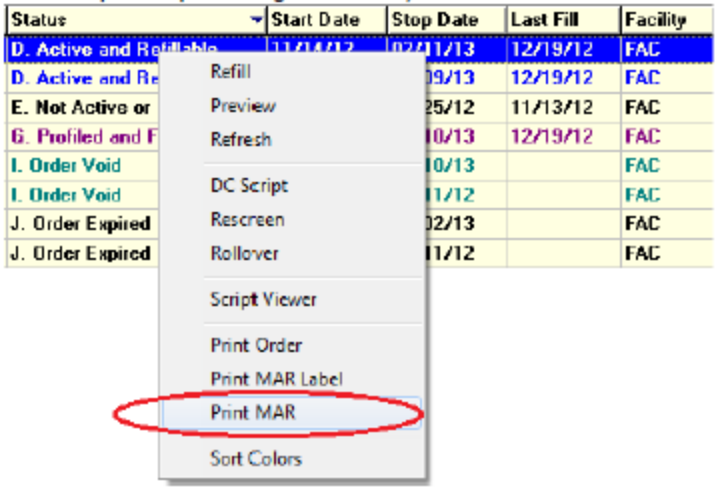
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MAR REPORT

- You can print MARS for an individual patient, a group of patients, or for all patients

PRINTING MARS ... for an INDIVIDUAL PATIENT

- Go to the patients profile→right click on any medication.

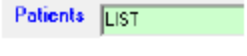


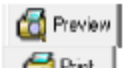
... for an INDIVIDUAL PATIENT or GROUP OF PATIENTS

- Option 2- Go to the Report Center→MAR Report
  1. Select the Date Range of the MAR
  2. Type in the first few letters of the patients' last name in the Patients Field.



  3. Patient Search Box – Select the patient. Press Enter or Select Finish.
  4. Patient Batch Search Box – If you would like to add another patient. Select Add. If you are done, Select Close.
  5. After adding group of patients it will appear in the Patients field as List.



  6. 

  7. 

WESTWOOD PHARMACY

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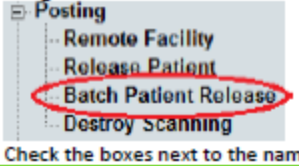
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PRINTING MARS

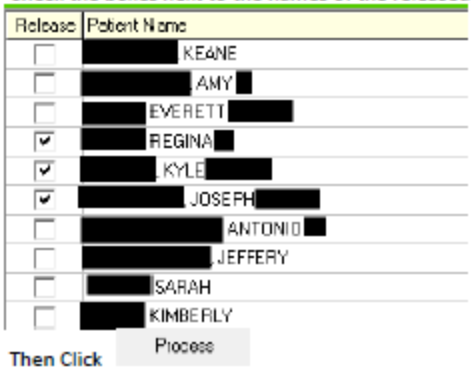
… for NEXT MONTH / ENTIRE FACILITY

STEP 1 – RELEASE PATIENTS

1. Make sure you have released all of the patients that need to be released.
2. To do this, go to POSTING → BATCH PATIENT RELEASE



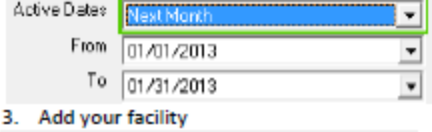
- Check the boxes next to the names of the released patients.



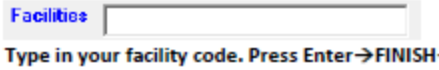
- Then Click Process

Step 2 – PRINT MARS

1. Go to your **MAR REPORT** in the **NEW REPORT CENTER**
2. Change the ACTIVE DATES TO **NEXT MONTH**



3. Add your facility



Type in your facility code. Press Enter→FINISH→CLOSE

MAKE SURE TO PREVIEW BEFORE YOU PRINT !



WESTWOOD PHARMACY

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Report Samples

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WESTWOOD
6/8/2015

Drug Utilization by Physician
Fill Date(s) 1/1/2014 - 12/31/2014

Page 1
12:15 pm

Patient	Pat #	Drug	Doctor	DEA	Rx #	Fill Date	Fills	Fil %	Dsp Qty
WESTWOOD - Pharmacy									
TEST FACILITY - Facility									
TEST, TEST - Doctor									
CALPONE, AL		PENICILLIN VK 500MG TAB	TEST, TEST		69358280	08/22/14	1	3.57	40
CALPONE, AL		QUETIAPINE 100MG TAB	TEST, TEST		69358284	08/22/14	1	3.57	30
CALPONE, AL		PAROXETINE 20MG TAB	TEST, TEST		69358286	08/22/14	1	3.57	30
CALPONE, AL		QUETIAPINE 200MG TAB	TEST, TEST		69358287	08/22/14	1	3.57	30
DILLINGER, JOHN	88888	OLANZAPINE 15MG TAB	TEST, TEST		69358260	08/22/14	1	3.57	30
DILLINGER, JOHN	88888	ZIPRASIDONE 20MG CAP	TEST, TEST		69358261	08/22/14	1	3.57	30
DILLINGER, JOHN	88888	ESCITALOPRAM 10MG TAB	TEST, TEST		69358258	08/22/14	1	3.57	30
DILLINGER, JOHN	88888	IBUPROFEN 200MG TAB	TEST, TEST		69358257	08/22/14	1	3.57	120
FLOYD, PRETTY BOY	11111	IBUPROFEN 800MG TAB	TEST, TEST		69358263	08/22/14	1	3.57	30
FLOYD, PRETTY BOY	11111	PAROXETINE 20MG TAB	TEST, TEST		69358266	08/22/14	1	3.57	30
FLOYD, PRETTY BOY	11111	CIPROFLOXACN 500MG	TEST, TEST		69358264	08/22/14	1	3.57	10
FLOYD, PRETTY BOY	11111	CLINDAMYCIN 150MG CAP	TEST, TEST		69358262	08/22/14	1	3.57	40
FLOYD, PRETTY BOY	11111	QUETIAPINE 400MG TAB	TEST, TEST		69358265	08/22/14	1	3.57	60
FULLER, BILL		REYATAZ 150MG CAP	TEST, TEST		69358270	08/22/14	1	3.57	30
FULLER, BILL		QUETIAPINE 100MG TAB	TEST, TEST		69358274	08/22/14	1	3.57	30
FULLER, BILL		CIPROFLOXACN 500MG	TEST, TEST		69358273	08/22/14	1	3.57	14
FULLER, BILL		ABILIFY 10MG TAB	TEST, TEST		69358272	08/22/14	1	3.57	30
KEVORKIAN, JACK	22222	ABILIFY 10MG TAB	TEST, TEST		69358267	08/22/14	1	3.57	30
KEVORKIAN, JACK	22222	TRUVADA TAB	TEST, TEST		69358268	08/22/14	1	3.57	30
NELSON, BABYFACE	98765	PAROXETINE 20MG TAB	TEST, TEST		69358248	08/22/14	1	3.57	30
NELSON, BABYFACE	98765	PENICILLIN VK 500MG TAB	TEST, TEST		69358247	08/22/14	1	3.57	30
NELSON, BABYFACE	98765	QUETIAPINE 100MG TAB	TEST, TEST		69358255	08/22/14	1	3.57	120
NELSON, BABYFACE	98765	IBUPROFEN 800MG TAB	TEST, TEST		69358246	08/22/14	1	3.57	90
SIMPSON, O.J.	33333	IBUPROFEN 800MG TAB	TEST, TEST		69358276	08/22/14	1	3.57	40
SIMPSON, O.J.	33333	PAROXETINE 20MG TAB	TEST, TEST		69358278	08/22/14	1	3.57	30
SIMPSON, O.J.	33333	AMOXICILLIN 250MG CAP	TEST, TEST		69358275	08/22/14	1	3.57	40
TEST, PATIENT	12345	AMOXICILLIN 500MG CAP	TEST, TEST		69358243	08/22/14	1	3.57	30
TEST, PATIENT	12345	BACLOFEN 10MG TAB	TEST, TEST		69358245	08/22/14	1	3.57	90
TEST TEST - Doctor							**28**	**100.00**	**1174**
TEST FACILITY - Facility - Facility							**28**	**100.00**	**1174**
WESTWOOD - Pharmacy - Pharmacy							**28**	**100.00**	**1174**
Grand Totals							**28**	**100.00**	**1174**

Patient Count: 8

Report Samples

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Sample Top Formulary v Non-Formulary Report			
Formulary		**Non-Formulary**	
COMPLERA,	$4,266.56	GLATOPA, 20MG/ML	$4,937.35
VENTOLIN HFA,	$3,317.49	RENVELA, 800MG	$3,839.69
QVAR, 40MCG	$3,360.1	XARELTO, 15MG	$3,716.92
PERPHENAZINE, 4MG	$2,518.46	SENSIPAR, 30MG	$2,347.04
ATRIPLA,	$2,153.45	RANEXA, 1000MG	$1,646.28
BICILLIN L-A, 2,400,000 UN	$1,139.98	ASACOL HD, 800MG	$1,610.69
LANTUS, 100/ML	$1,087.15	RISPERDAL, 50MG	$1,400.16
GABAPENTIN, 800MG	$892.89	CRESTOR, 40MG	$1,212.8
BACLOFEN, 10MG	$758.7	SELENIUM SUL, 0.0225	$1,165.14
GABAPENTIN, 600MG	$711.26	PENTASA, 500MG CR	$765.58
DOXEPIN HCL, 50MG	$572.3	ARIPIPRAZOLE, 10MG	$661.92
DOXEPIN, 100MG	$549.42	SYMBICORT, 80-4.5	$453.26
EPINEPHRINE, 0.3MG	$548.45	CRESTOR, 10MG	$407.48
BUPROPION SR, 150MG	$539.32	DOXYCYCLINE HYCLATE, 100MG	$339.87
BUPROPION, 200MG SR	$528.68	NEO/POLY/HC, OP	$330.06
Grand Total	**$22,944.21**	**Grand Total**	**$24,834.24**

WESTWOOD — Filled Script Summary - HIV, TB, Psychotropic — Page 1
6/8/2015 — Fill Dates: 1/1/2014 - 12/31/2014 — 11:35 am

Prescriptions				Patients		Controlled Scripts		Non Formulary		HIV Scripts		TB Scripts		Psychotropic	
New	Refills	Profile	Total	Patients	On Meds	Fills	Patients	Fills	Patients	Fills	Patient	Fills	Patient	Fills	Patient
TEST FACILITY - TEST															
28	0	0	28	9	8	0	0	0	0	2	2	0	0	14	7
Totals															
28	0	0	28	9	0	0	0	0	0	2	2	0	0	14	7

Report Samples

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Patient	Pat #	Drug	Doctor	DEA	Rx #	Fill Date	Fills	Fil %	Dsp Qty	GPI	SIG	Days Supply	NDC	Item Number	Cost
Last Name, First Name	###	ATROVENT HFA 17MCG AER	Last Name, First Name	AB1234567	12345678	6/3/2016	1	2.04	12.9	4.41E+13	INHALE TWO PUFF(S) BY MOUTH TWICE DAILY	30	597008717	59081	$$$
Last Name, First Name	###	CHLORHEXIDINE GLUCONATE 0.12% SOL	Last Name, First Name	AB1234567	12345678	6/3/2016	1	2.04	473	8.815E+13	15ML FOUR TIMES A DAY SWISH AND SPIT	8	116200116	57959	$$$
Last Name, First Name	###	CHLORHEXIDINE GLUCONATE 0.12% SOL	Last Name, First Name	AB1234567	12345678	6/9/2016	1	2.04	473	8.815E+13	15ML FOUR TIMES A DAY SWISH AND SPIT	8	116200116	57959	$$$
Last Name, First Name	###	CHLORHEXIDINE GLUCONATE 0.12% SOL	Last Name, First Name	AB1234567	12345678	6/20/2016	1	2.04	473	8.815E+13	15ML FOUR TIMES A DAY SWISH AND SPIT	8	116200116	57959	$$$
Last Name, First Name	###	CILOSTAZOL 100MG TAB	Last Name, First Name	AB1234567	12345678	6/17/2016	1	2.04	60	8.5156E+13	TAKE ONE TABLET(S) BY MOUTH TWICE DAILY	30	93206406	37978	$$$
Last Name, First Name	###	DIVALPROEX ER 500MG TAB	Last Name, First Name	AB1234567	12345678	6/1/2016	1	2.04	60	7.25E+13	TAKE TWO TABLET(S) BY MOUTH EVERY MORNING	30	10370051150	46315	$$$
Last Name, First Name	###	DIVALPROEX ER 500MG TAB	Last Name, First Name	AB1234567	12345678	6/1/2016	1	2.04	90	7.25E+13	TAKE THREE TABLET(S) BY MOUTH EVERY EVENING	30	10370051150	46315	$$$
Last Name, First Name	###	FLOVENT HFA 110MCG AER	Last Name, First Name	AB1234567	12345678	6/16/2016	1	2.04	12	4.44E+13	INHALE TWO PUFF(S) BY MOUTH TWICE DAILY	15	173071920	21251	$$$
Last Name, First Name	###	SIMBRINZA EYE	Last Name, First Name	AB1234567	12345678	6/9/2016	1	2.04	8	8.661E+13	INSTILL 1 DROP INTO BOTH EYES TWICE DAILY	16	65414727	70913	$$$
Last Name, First Name	###	APLISOL 5/0.1ML INJ	Last Name, First Name	AB1234567	12345678	6/7/2016	1	2.04	10	9.43E+13	*EKIT*	1	42023010401	9700	$$$
Last Name, First Name	###	ATROVENT HFA 17MCG AER	Last Name, First Name	AB1234567	12345678	6/30/2016	1	2.04	12.9	4.41E+13	INHALE TWO PUFF(S) BY MOUTH TWICE DAILY	28	597008717	59081	$$$
Last Name, First Name	###	DELZICOL 400MG CAP	Last Name, First Name	AB1234567	12345678	6/14/2016	1	2.04	180	5.25E+13	TAKE TWO CAPSULE(S) BY MOUTH THREE TIMES DAILY	30	430075327	70543	$$$
Last Name, First Name	###	DOXYCYCLINE HYCLATE 100MG CAP	Last Name, First Name	AB1234567	12345678	6/6/2016	1	2.04	150	4E+12	*E-KIT*	1	69235031050	9218	$$$
Last Name, First Name	###	ERYTHROCIN FILMTAB 250MG TAB	Last Name, First Name	AB1234567	12345678	6/2/2016	1	2.04	90	3.1E+12	TAKE ONE TABLET(S) BY MOUTH THREE TIMES DAILY	30	24338010620	9255	$$$
Last Name, First Name	###	METOPROLOL SUCC ER 50MG TAB	Last Name, First Name	AB1234567	12345678	6/7/2016	1	2.04	60	3.32E+13	TAKE ONE TABLET(S) BY MOUTH TWICE DAILY	30	55111046705	16599	$$$
Last Name, First Name	###	METOPROLOL SUCC ER 50MG TAB	Last Name, First Name	AB1234567	12345678	6/27/2016	1	2.04	30	3.32E+13	TAKE ONE TABLET(S) BY MOUTH EVERY MORNING	30	55111046705	16599	$$$
Last Name, First Name	###	NITROSTAT 4X25 0.4MG TAB	Last Name, First Name	AB1234567	12345678	6/16/2016	1	2.04	25	3.21E+13	2 TABS SUBLINGUALLY EVERY 5 MIN X 3 DOSES AS NEEDED CHEST PAIN	1	71041813	475	$$$
Last Name, First Name	###	NORTRIPTYLINE HCL 10MG CAP	Last Name, First Name	AB1234567	12345678	6/10/2016	1	2.04	30	5.82E+13	TAKE ONE CAPSULE(S) BY MOUTH AT BEDTIME	30	51672400102	46059	$$$

Report Samples

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Sample Top 20 Medications By Month	
Drug	Cost
TRUVADA,	$8,000.28
ARIPIPRAZOLE, 5MG	$4,113.38
REYATAZ, 300MG	$3,695.34
PREZISTA, 800MG	$3,668.79
ARIPIPRAZOLE, 20MG	$3,310.29
VENTOLIN HFA,	$2,523.52
QUETIAPINE, 300MG	$2,409.91
QVAR, 80MCG	$2,360.15
ATRIPLA,	$2,153.17
PRAZOSIN HCL, 2MG	$2,126.15
ADVAIR DISKUS, 250/50	$2,038.63
EPINEPHRINE, 0.3MG	$1,812.20
ZIPRASIDONE, 60MG	$1,808.01
QUETIAPINE, 400MG	$1,710.41
ARIPIPRAZOLE, 15MG	$1,666.55
ABILIFY MAINTENA, 400MG	$1,600.16
NORVIR, 100MG	$1,499.82
QUETIAPINE, 200MG	$1,477.75
ZIPRASIDONE, 80MG	$1,414.29
CLINDAMY/BEN 1-5%, 1-5%	$1,378.12
Grand Total	$50,766.92

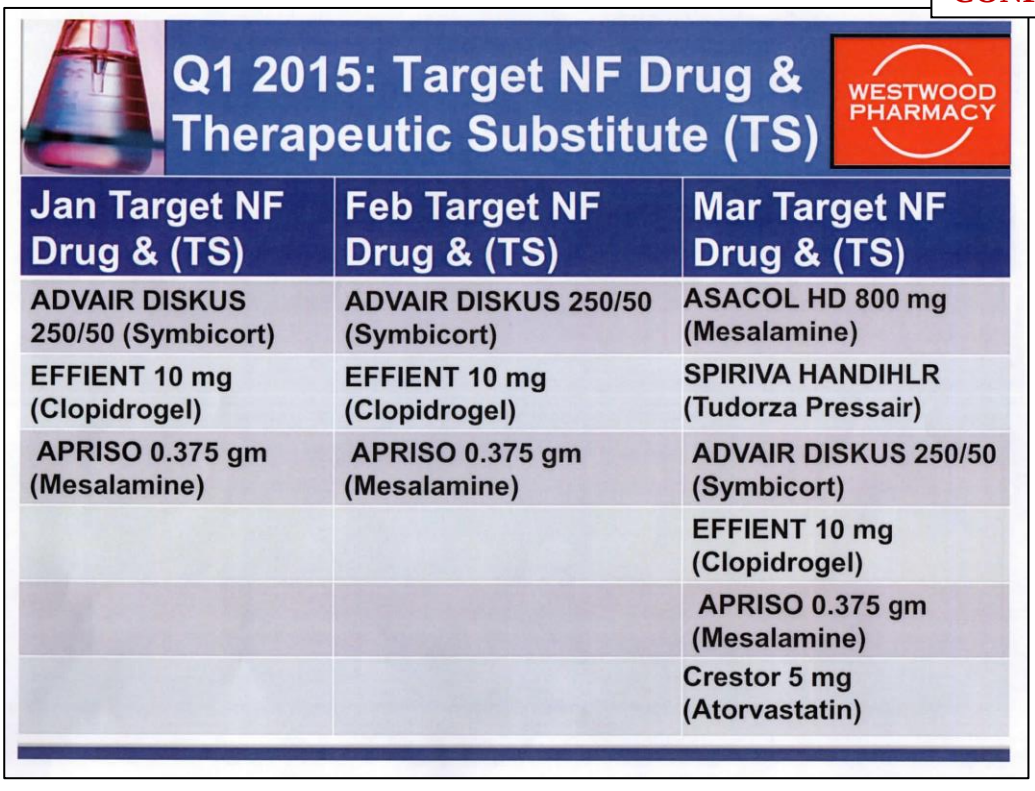
Report Samples

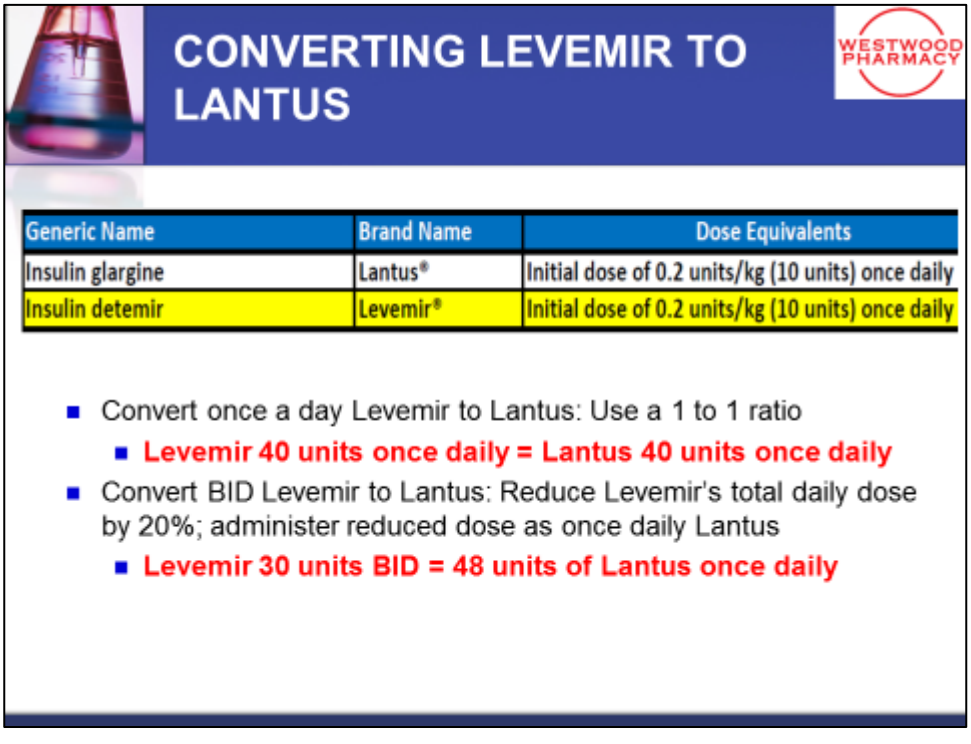
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Drug Class	Cost
antianxiety agents	**$235.88**
HYDROXYZ HCL, 25MG	$206.76
HYDROXYZ PAMOATE, 25MG	$29.12
antiasthmatics	**$153.98**
PROAIR HFA,	$54.52
VENTOLIN HFA,	$99.46
anticonvulsants	**$29.66**
antidepressants	**$423.55**
ESCITALOPRAM, 10MG	$80.25
ESCITALOPRAM, 5MG	$49.37
FLUOXETINE, 40MG	$151.25
MIRTAZAPINE, 15MG	$47.40
SERTRALINE, 50MG	$5.98
TRAZODONE, 100MG	$6.87
TRAZODONE, 50MG	$21.70
VENLAFAXINE HCL ER, 37.5MG	$18.15
VENLAFAXINE HCL ER, 75MG	$42.58
antihistamines	**$12.35**
CETIRIZINE, 10MG	$2.58
LORATADINE, 10MG	$4.71
PROMETHAZINE HCL, 12.5MG	$5.06
antihypertensives	**$29.19**
CLONIDINE, 0.1MG	$13.41
CLONIDINE, 0.2MG	$15.78
antipsychotics	**$824.94**
ARIPIPRAZOLE, 5MG	$773.61
RISPERIDONE, 0.5MG	$6.73
RISPERIDONE, 1MG	$44.60
cephalosporins	**$26.07**
CEPHALEXIN, 500MG	$26.07
cough/cold	**$46.46**
BENZONATATE, 100MG	$9.96
BROMPH-PSEUDO-DM, 2-30-10 / 5	$36.50
decongestants	**$57.38**
FLUTICASONE, 50MCG	$57.38

Report Samples

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Report Samples

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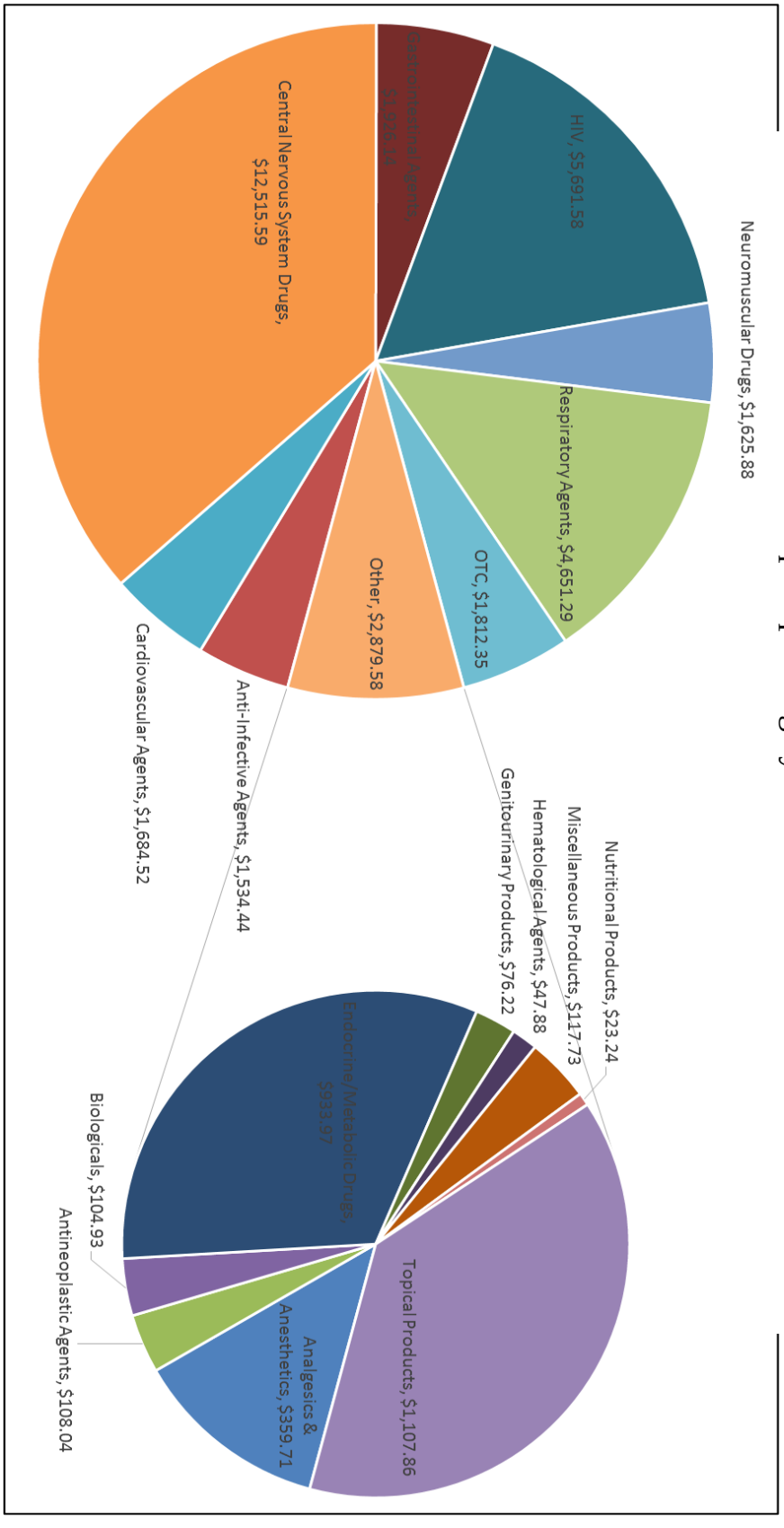
DRUG	THERAPEUTIC SUBSTITUTE
ALVESCO	QVAR
CRESTOR	ATORVASTATIN
INVEGA	RISPERIDONE
OMEPRAZOLE	PANTOPRAZOLE
SEROQUEL XR	QUETIAPINE IR
SPIRIVA	TUDORZA

Quarterly Breakdown					
Month	Inmates on Meds	Rx Volume	Pharmacy Costs	Percent Change	Cost per Rx
August	169	517	$34,321.37		$66.39
September	205	603	$34,101.39	-0.64%	$56.55
October	207	564	$27,447.07	-19.51%	$48.67
Grand Total	581	1684	$95,869.83		

Therapeutic Class	August	September	% Change	October	% Change	Quarterly Total
Analgesics & Anesthetics	$359.71	$183.47	-49.00%	$239.47	30.52%	$782.65
Anti-Infective Agents	$1,534.44	$695.99	-54.64%	$857.32	23.18%	$3,087.75
Antineoplastic Agents	$108.04			$0.66	-99.39%	$108.70
Biologicals	$104.93					$104.93
Cardiovascular Agents	$1,684.52	$2,026.02	20.27%	$2,068.33	2.09%	$5,778.87
Central Nervous System Drugs	$12,515.59	$13,380.04	6.91%	$6,543.99	-51.09%	$32,439.62
Endocrine/Metabolic Drugs	$933.97	$819.77	-12.23%	$2,354.76	187.25%	$4,108.50
Gastrointestinal Agents	$1,926.14	$1,316.93	-31.63%	$219.13	-83.36%	$3,462.20
Genitourinary Products	$76.22	$257.82	238.26%	$123.61	-52.06%	$457.65
Hematological Agents	$47.88	$382.45	698.77%	$67.64	-82.31%	$497.97
HIV	$5,691.58	$7,792.06	36.91%	$5,716.77	-26.63%	$19,200.41
Miscellaneous Products	$117.73					$117.73
Neuromuscular Drugs	$1,625.88	$2,830.88	74.11%	$2,839.15	0.29%	$7,295.91
Nutritional Products	$23.24	$45.17	94.36%	$39.77	-11.95%	$108.18
Respiratory Agents	$4,651.29	$2,644.77	-43.14%	$3,591.01	35.78%	$10,887.07
Topical Products	$1,107.86	$1,726.02	55.80%	$2,785.46	61.38%	$5,619.34
OTC	$1,812.35					$1,812.35
Grand Total	**$34,321.37**	**$34,101.39**		**$27,447.07**		**$95,869.83**

Report Samples

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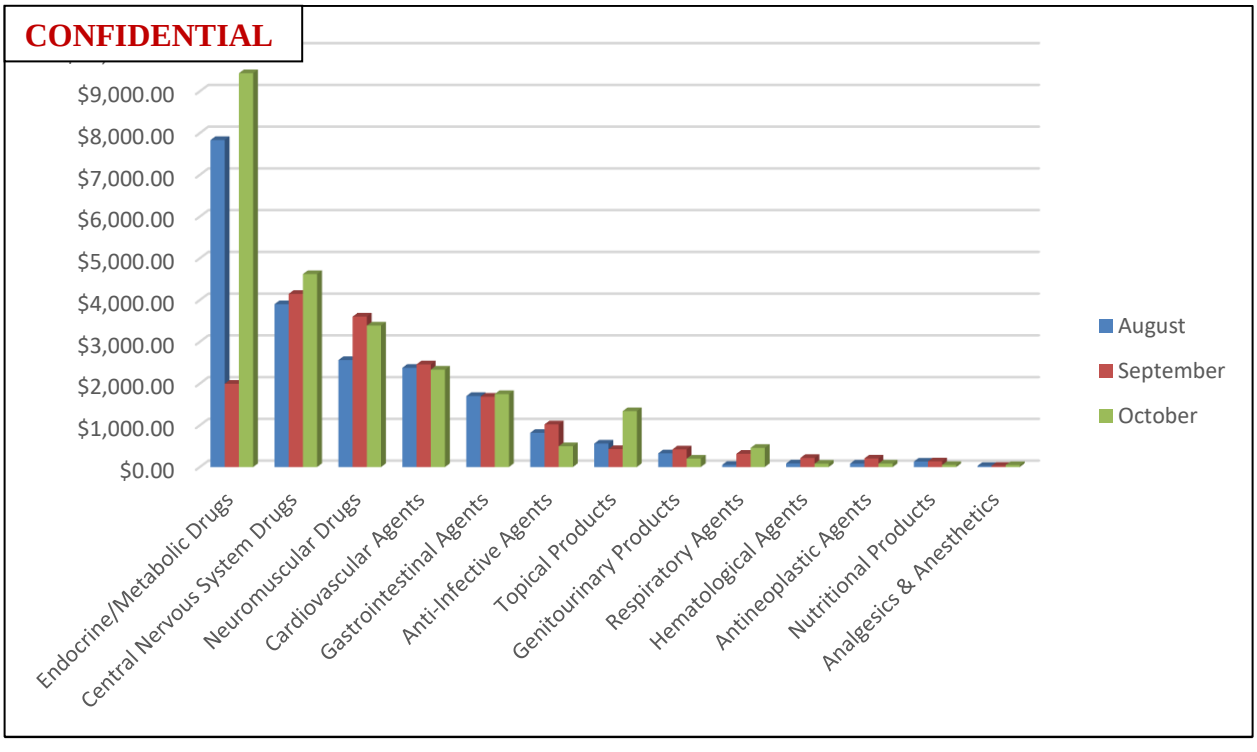
Report Samples

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Top 20 Inmates	
Inmate Name	**Cost**
Inmate 1	$2,884.04
Inmate 2	$2,197.14
Inmate 3	$1,963.45
Inmate 4	$1,600.16
Inmate 5	$1,315.17
Inmate 6	$1,219.25
Inmate 7	$1,173.50
Inmate 8	$1,125.20
Inmate 9	$1,091.06
Inmate 10	$1,041.78
Inmate 11	$1,006.01
Inmate 12	$980.47
Inmate 13	$958.93
Inmate 14	$874.75
Inmate 15	$859.58
Inmate 16	$856.46
Inmate 17	$759.03
Inmate 18	$632.19
Inmate 19	$568.56
Inmate 20	$428.49
Grand Total	**$23,535.22**

Top Prescribers		
Doctor Name	**Cost**	**Percentage**
Doctor 1	$56,528.41	58.97%
Doctor 2	$24,356.53	25.41%
Doctor 3	$12,703.5	13.25%
Doctor 4	$1,567.86	1.64%
Doctor 5	$430.36	0.45%
Doctor 6	$277.67	0.29%
Grand Total	**$95,864.33**	

Report Samples

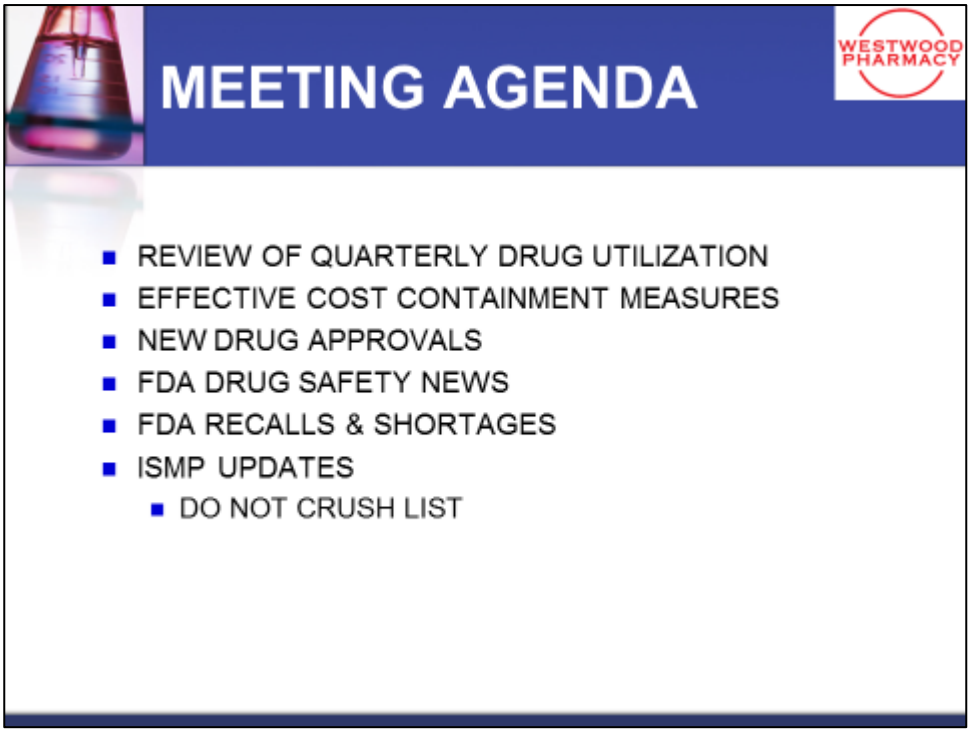


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Please find an example of our Clinical Dashboard below.





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DEMOGRAPHIC VARIABLES

WESTWOOD PHARMACY

VARIABLE	Q3 2015	Q4 2015	%Δ
PATIENTS ON MEDS	N = 377	N = 350	7%▼
RX VOLUME	N = 2,694	N = 2,618	3%▼
PHARMACY COSTS (Rx$)	$170,928	$181,062	6%▲
Rx$/Rx	$63	$69	9.5%▲



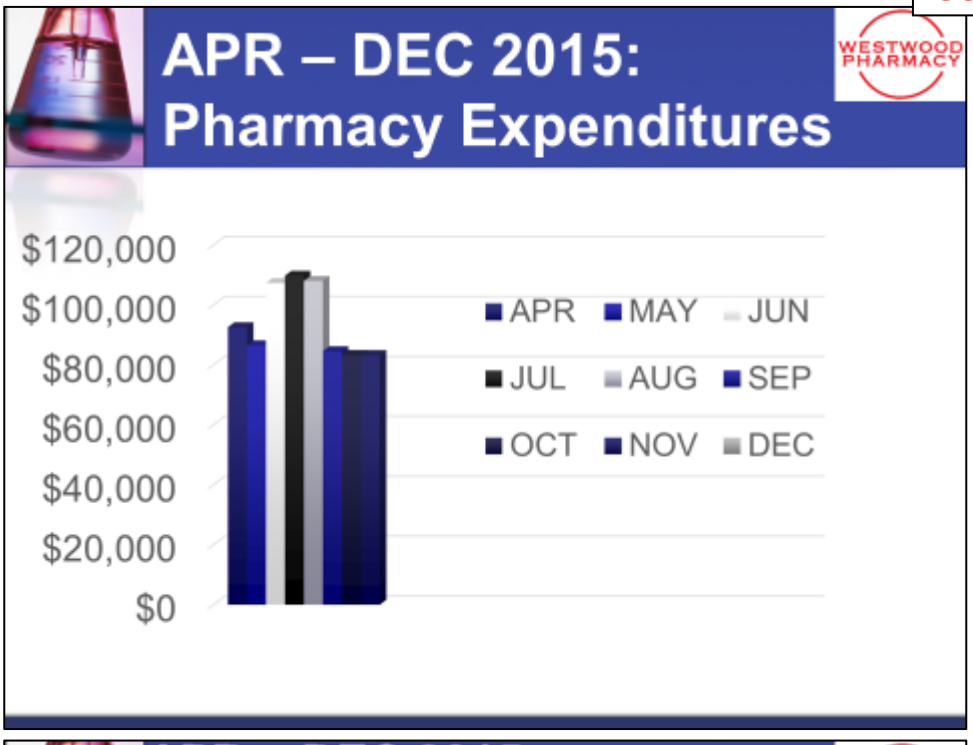
TOP THERAPEUTIC CLASSES

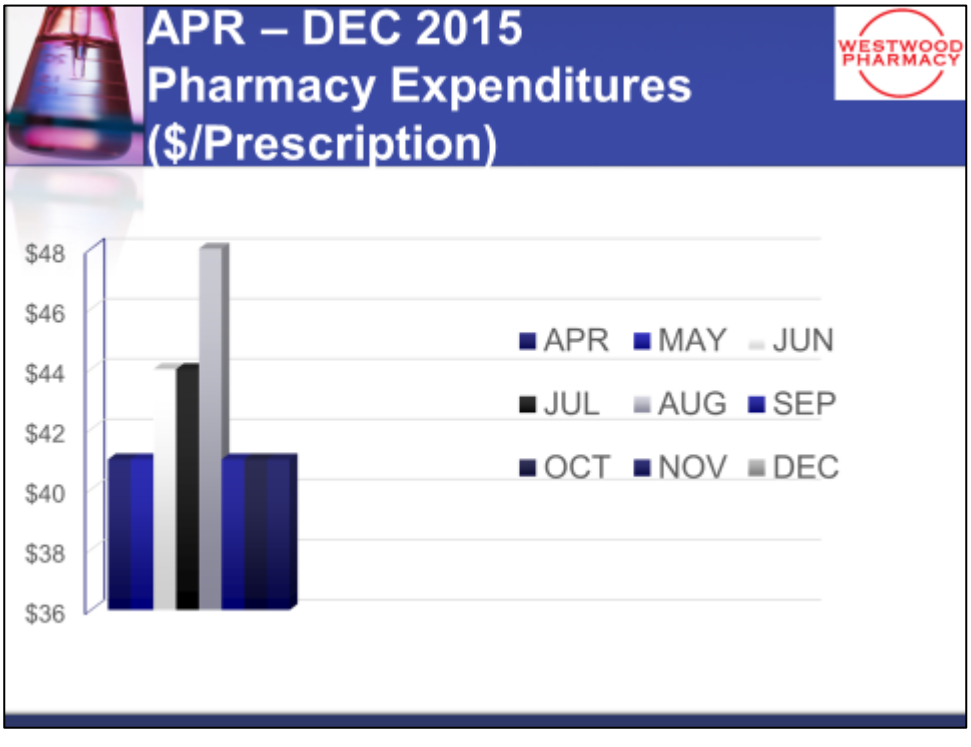
WESTWOOD PHARMACY

CLASS	% OF ∑(Rx$) NOV 2015	% OF ∑(Rx$) DEC 2015	%Δ
PSYCH	50% ($86,075)	80%	
ADHD	28% ($47,249)		
RESP	7% ($11,965)	7% ($3,870)	
DERM	6% ($10,256)	5% ($2,870	
ENDO	3% ($5,128)	5% ($2,490)	
CV	2% ($2,036)	2% ($805)	
ID	1.5% ($3,419)	N/A	
GI	1% ($1,709)	1% ($433)	

Report Samples

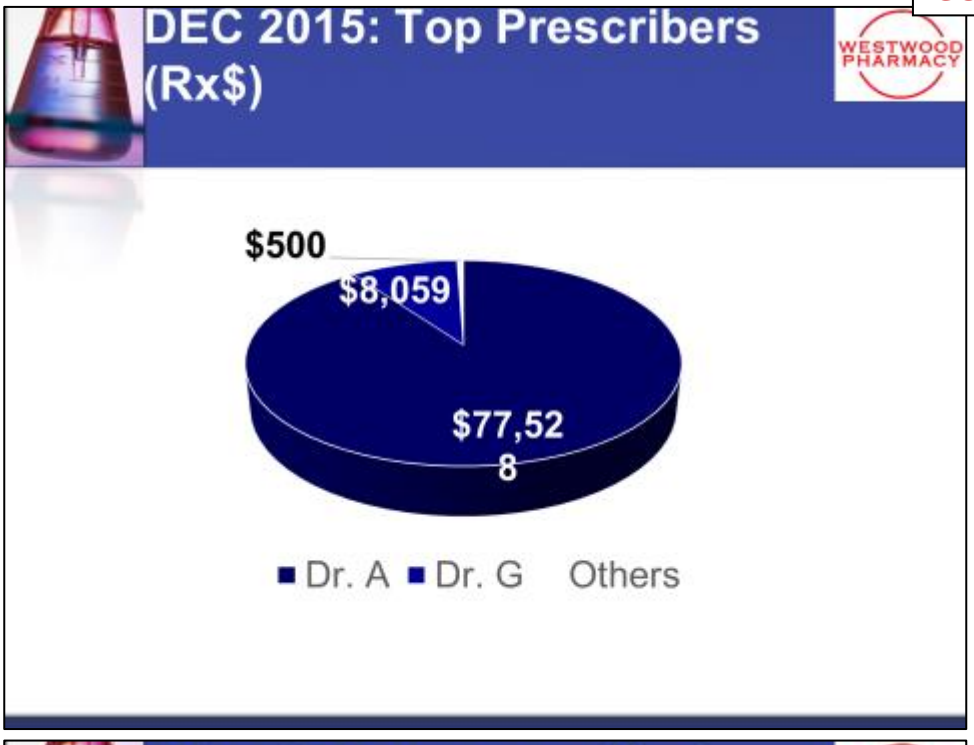
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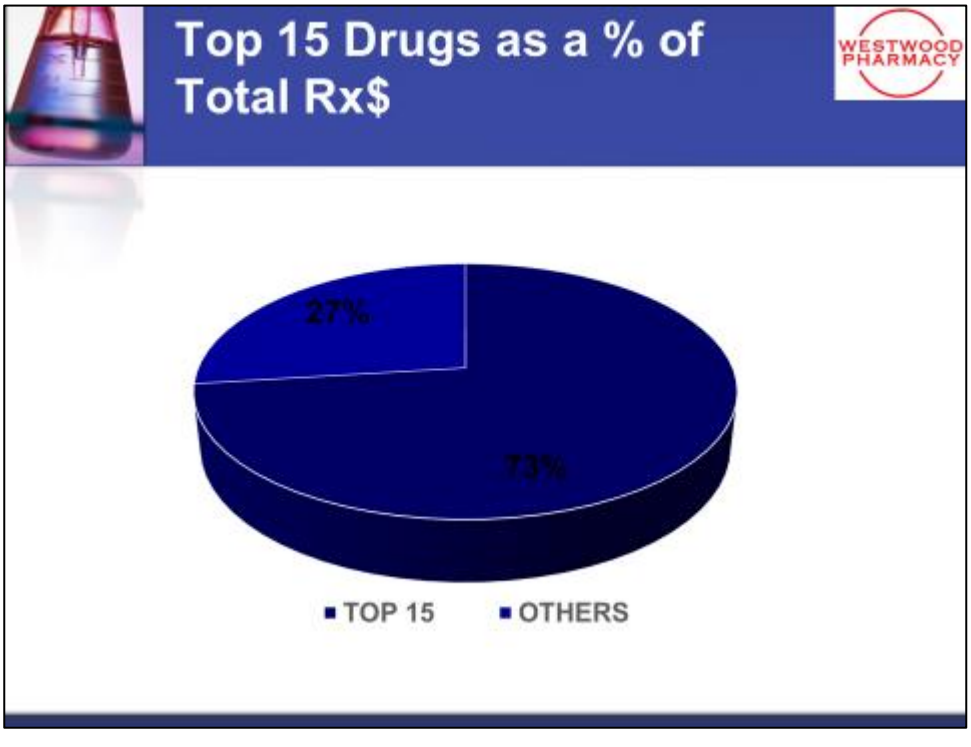




Report Samples

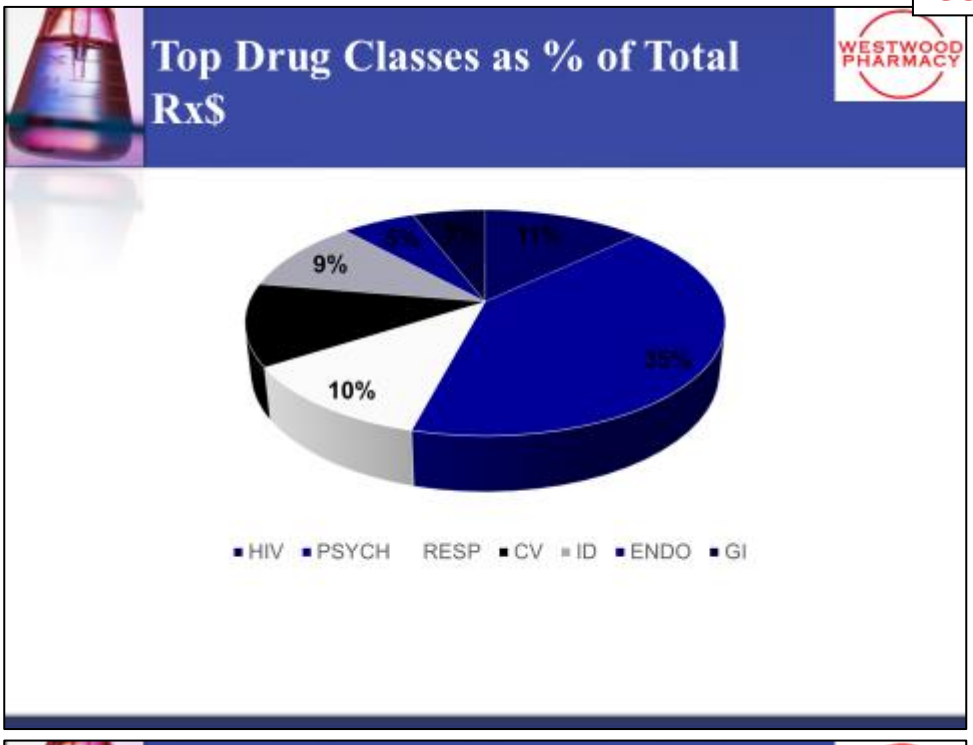
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DEC '15:Top Rx$ ≥ $400

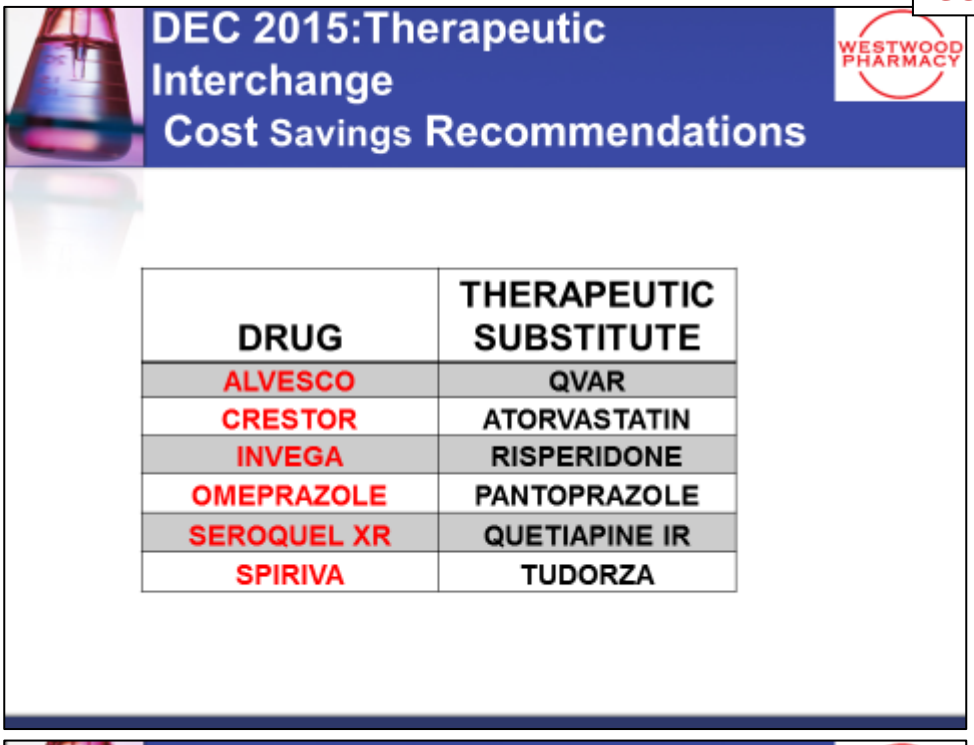
(Potential for Therapeutic Interchange)

WESTWOOD PHARMACY

Facility 1	Facility 2	Facility 3	Facility 4	Facility 5
XIFAXAN	ZENPEP	LEXIVA	TRIUMEQ	STRIBILD
TRUVADA	ATRIPLA	TRUVADA	EPZICOM	ASACOL HD
INVEGA SUST	TRUVADA	ISENTRESS	VIREAD	PREZISTA
PREZISTA	ISENTRESS		SUSTIVA	COMPLERA
SPIRIVA	LANTUS		HUMULIN N	TRIUMEQ
GABAPENTIN				ATRIPLA
ALVESCO				SEROQUEL XR
OMEPRAZOLE				HUMALOG
XARELTO				LATUDA
CRESTOR				LANTUS
				HUMULIN N

Report Samples

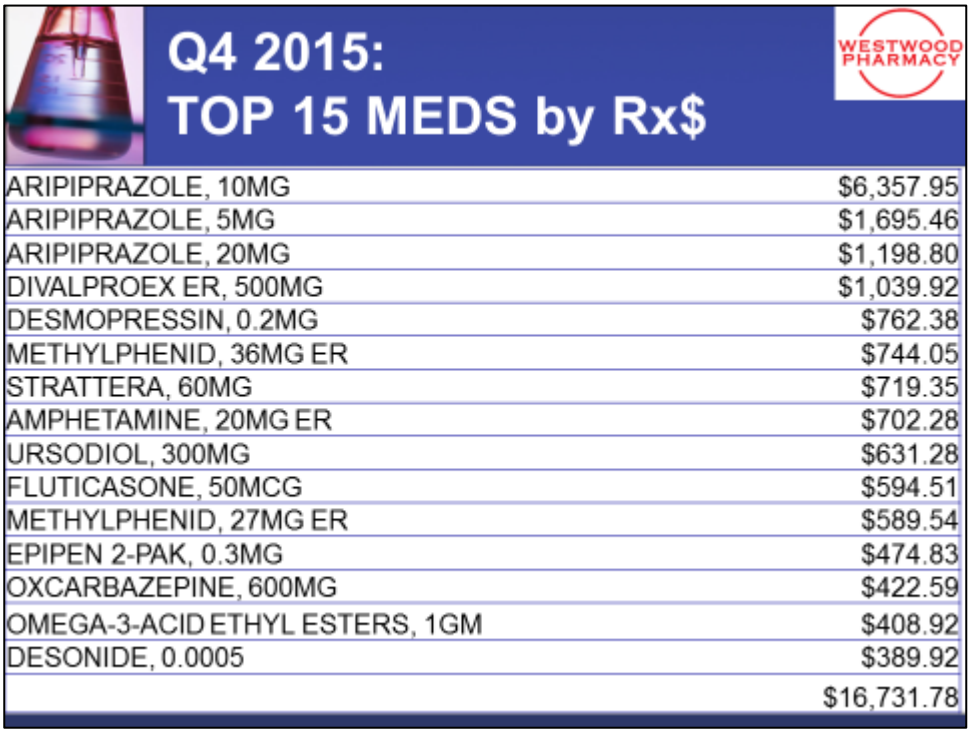
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DEC 2015:Therapeutic Interchange Cost Savings Recommendations

WESTWOOD PHARMACY

DRUG	THERAPEUTIC SUBSTITUTE
ALVESCO	QVAR
CRESTOR	ATORVASTATIN
INVEGA	RISPERIDONE
OMEPRAZOLE	PANTOPRAZOLE
SEROQUEL XR	QUETIAPINE IR
SPIRIVA	TUDORZA



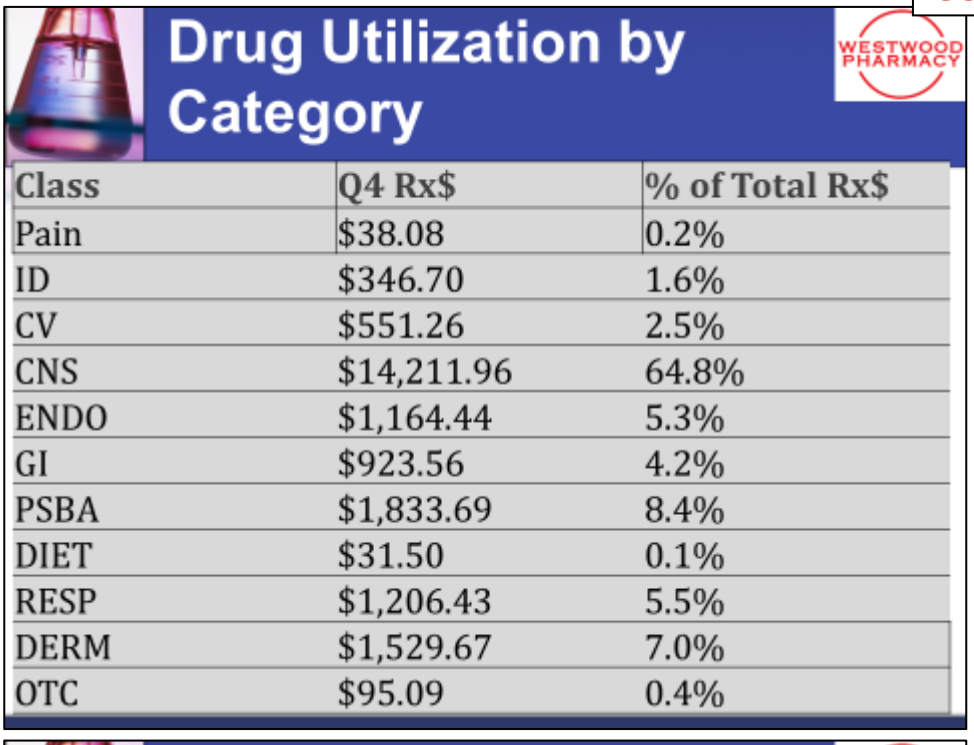
Q4 2015: TOP 15 MEDS by Rx$

WESTWOOD PHARMACY

ARIPIPRAZOLE, 10MG	$6,357.95
ARIPIPRAZOLE, 5MG	$1,695.46
ARIPIPRAZOLE, 20MG	$1,198.80
DIVALPROEX ER, 500MG	$1,039.92
DESMOPRESSIN, 0.2MG	$762.38
METHYLPHENID, 36MG ER	$744.05
STRATTERA, 60MG	$719.35
AMPHETAMINE, 20MG ER	$702.28
URSODIOL, 300MG	$631.28
FLUTICASONE, 50MCG	$594.51
METHYLPHENID, 27MG ER	$589.54
EPIPEN 2-PAK, 0.3MG	$474.83
OXCARBAZEPINE, 600MG	$422.59
OMEGA-3-ACID ETHYL ESTERS, 1GM	$408.92
DESONIDE, 0.0005	$389.92
	$16,731.78

Report Samples

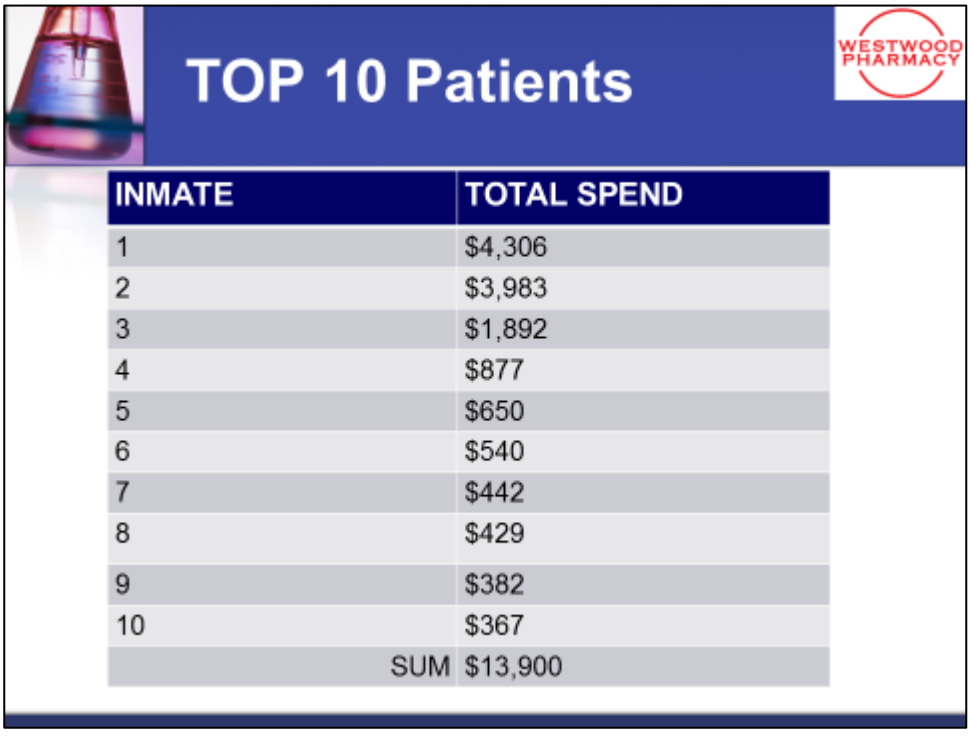
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Drug Utilization by Category

WESTWOOD PHARMACY

Class	Q4 Rx$	% of Total Rx$
Pain	$38.08	0.2%
ID	$346.70	1.6%
CV	$551.26	2.5%
CNS	$14,211.96	64.8%
ENDO	$1,164.44	5.3%
GI	$923.56	4.2%
PSBA	$1,833.69	8.4%
DIET	$31.50	0.1%
RESP	$1,206.43	5.5%
DERM	$1,529.67	7.0%
OTC	$95.09	0.4%



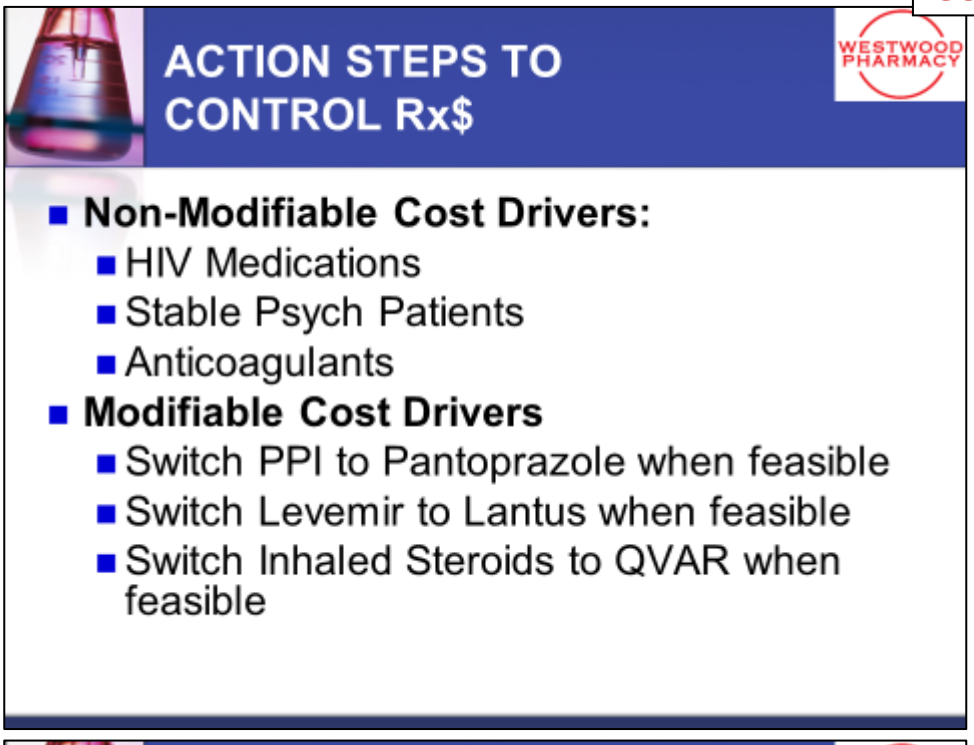
TOP 10 Patients

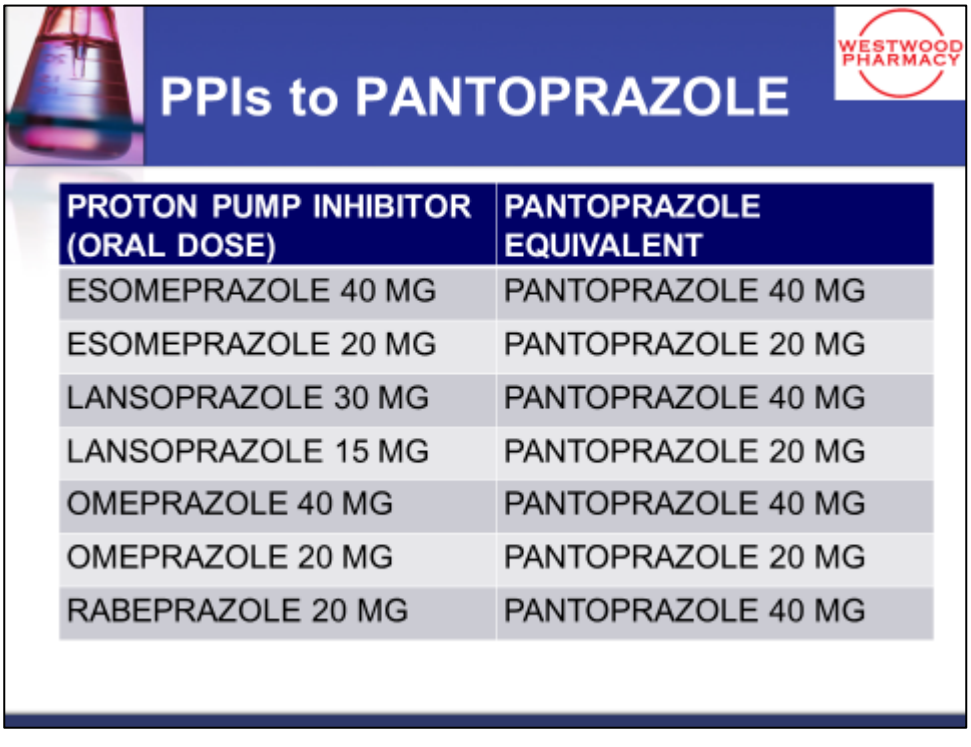
WESTWOOD PHARMACY

INMATE	TOTAL SPEND
1	$4,306
2	$3,983
3	$1,892
4	$877
5	$650
6	$540
7	$442
8	$429
9	$382
10	$367
SUM	$13,900

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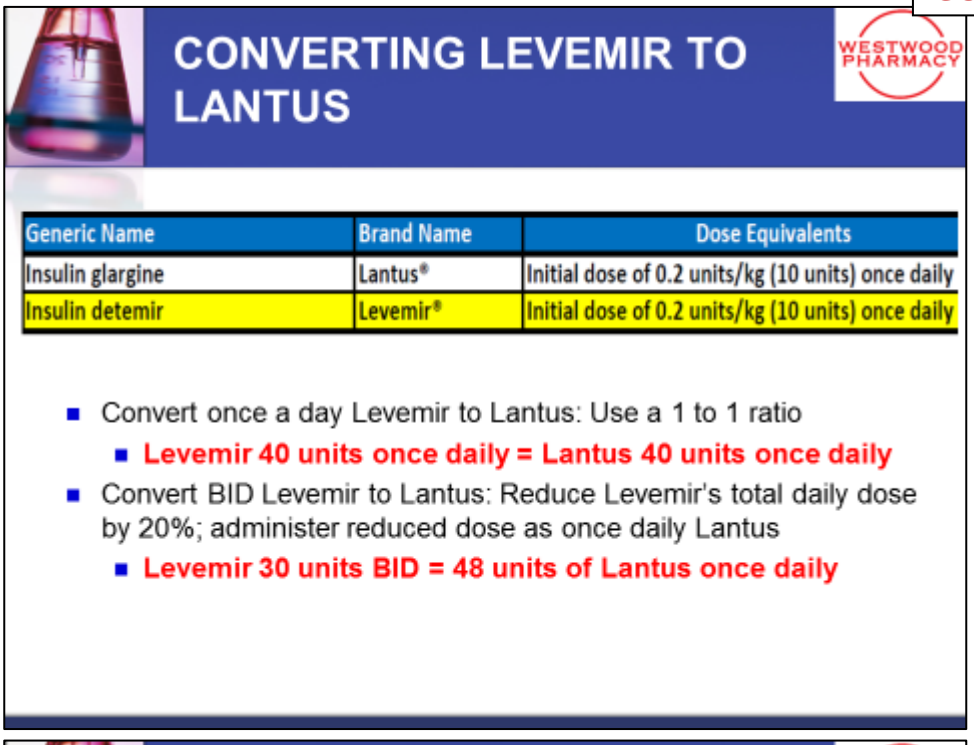


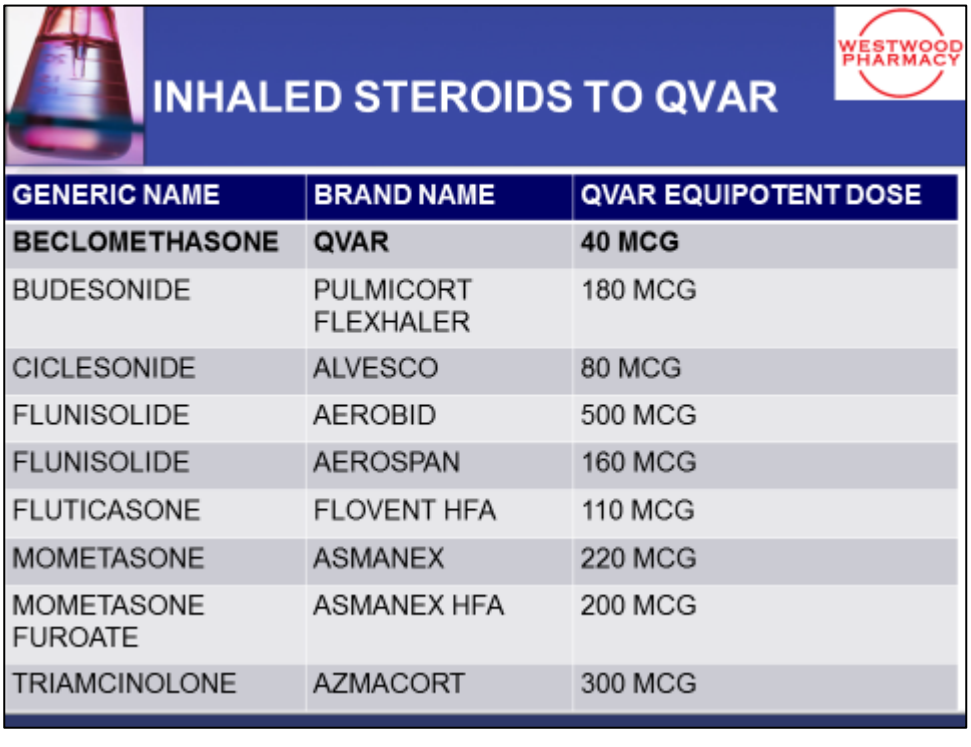


PROTON PUMP INHIBITOR (ORAL DOSE)	PANTOPRAZOLE EQUIVALENT
ESOMEPRAZOLE 40 MG	PANTOPRAZOLE 40 MG
ESOMEPRAZOLE 20 MG	PANTOPRAZOLE 20 MG
LANSOPRAZOLE 30 MG	PANTOPRAZOLE 40 MG
LANSOPRAZOLE 15 MG	PANTOPRAZOLE 20 MG
OMEPRAZOLE 40 MG	PANTOPRAZOLE 40 MG
OMEPRAZOLE 20 MG	PANTOPRAZOLE 20 MG
RABEPRAZOLE 20 MG	PANTOPRAZOLE 40 MG

Report Samples

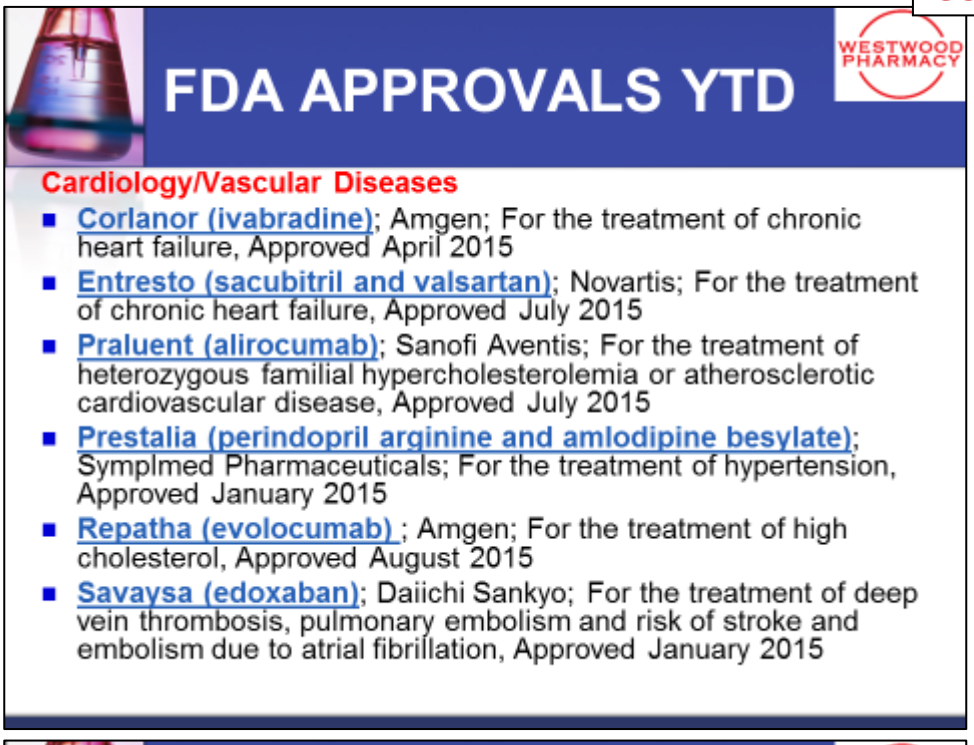
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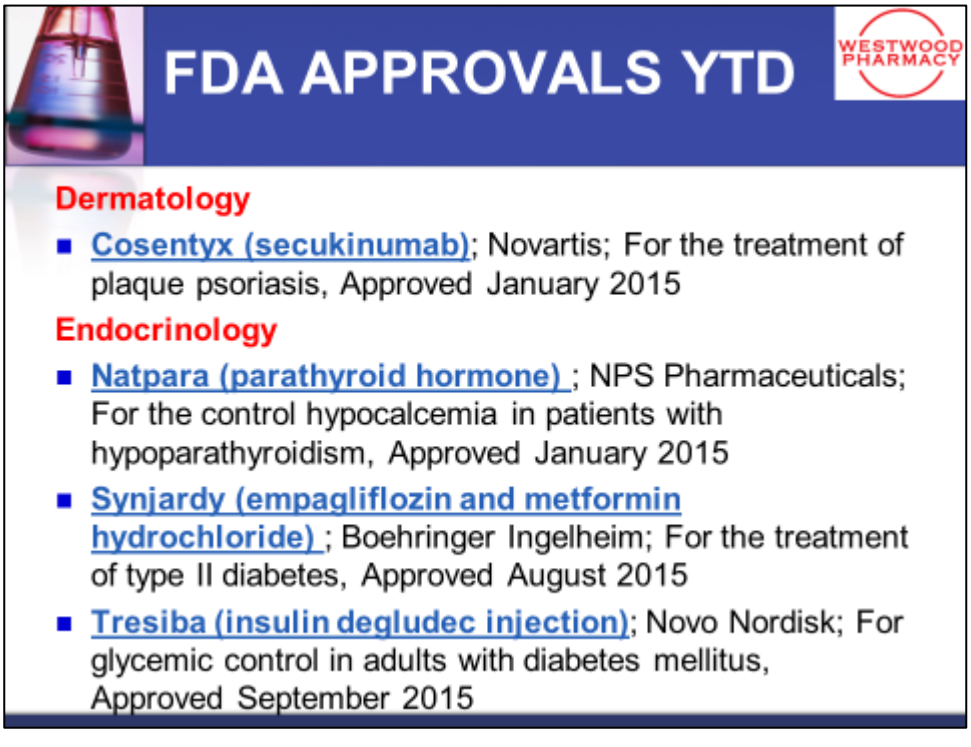




Report Samples

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Report Samples

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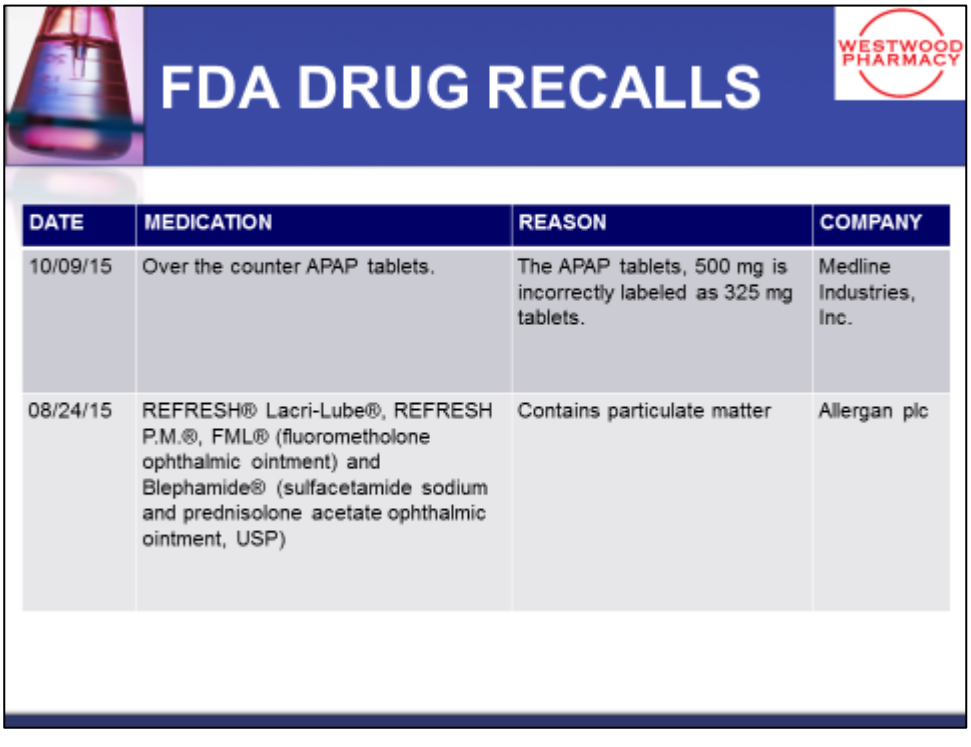




Report Samples

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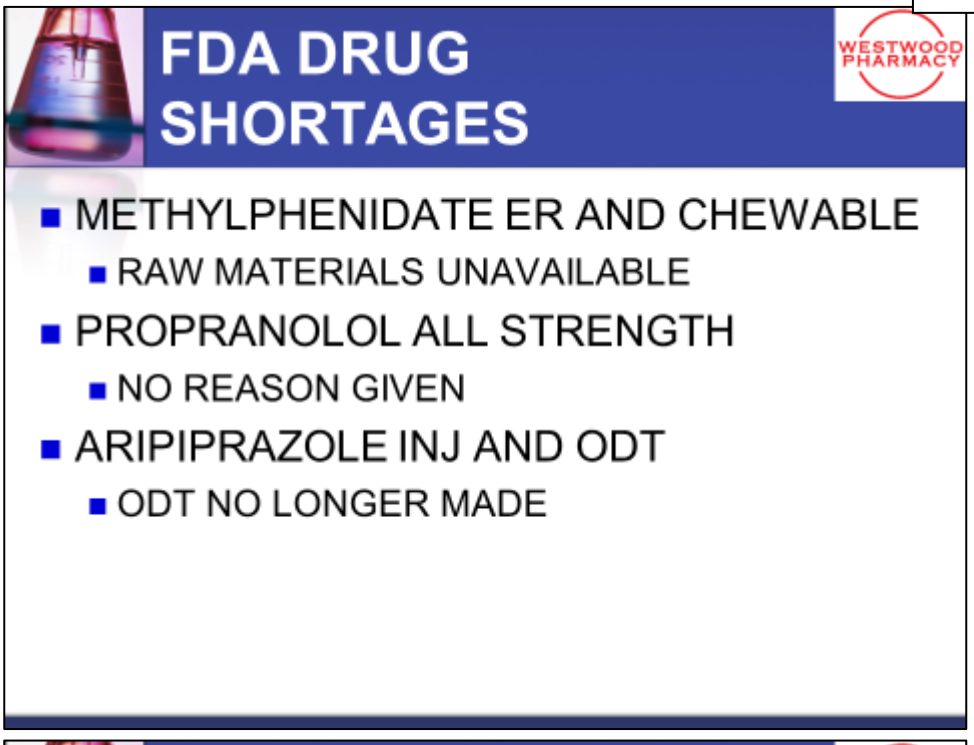


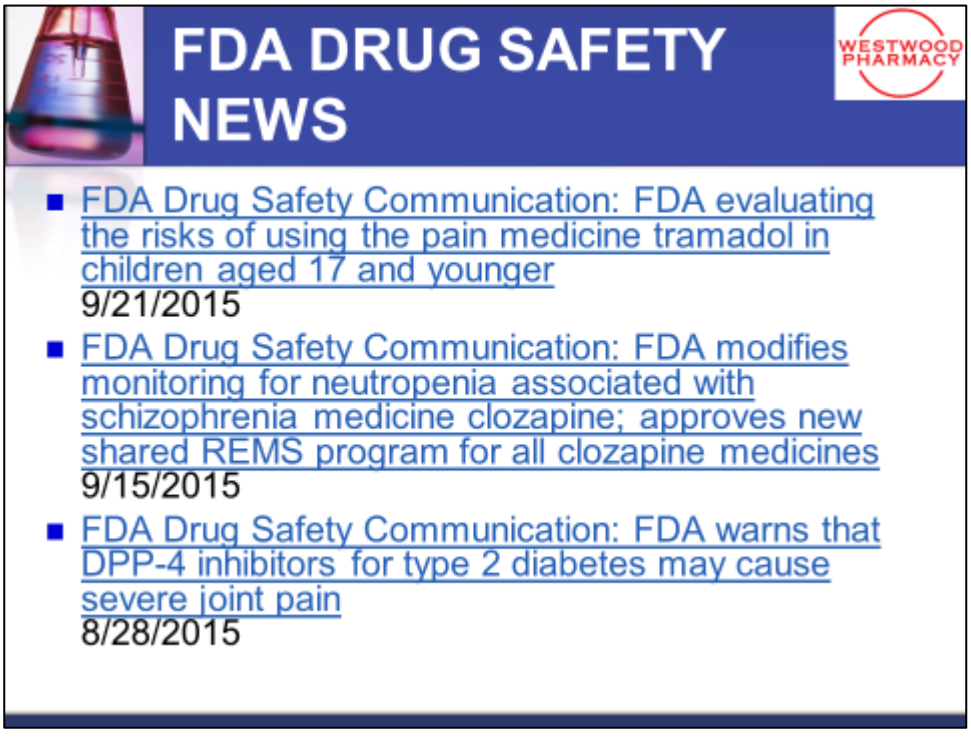


DATE	MEDICATION	REASON	COMPANY
10/09/15	Over the counter APAP tablets.	The APAP tablets, 500 mg is incorrectly labeled as 325 mg tablets.	Medline Industries, Inc.
08/24/15	REFRESH® Lacri-Lube®, REFRESH P.M.®, FML® (fluorometholone ophthalmic ointment) and Blephamide® (sulfacetamide sodium and prednisolone acetate ophthalmic ointment, USP)	Contains particulate matter	Allergan plc

Report Samples

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-96130

Date Filed:
08/08/2016

Date Acknowledged:
08/22/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Westwood Pharmacy
Richmond, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
14RFP00219
Jail Pharmaceuticals

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.277

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-261546

Date Filed:
09/16/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Westwood Pharmacy
Richmond, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1708-185
RFP 1708-185 Provision of Pharmaceutical Service and Supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.3337

Supplier: **MAO Pharmacy**

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Supplier: **MAO Pharmacy**

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: **Cameron County Jail**

Location: **Olmito, Texas**

Contact Name: **Dean Garza**

Title: **HSA**

Phone: **956-465-8888**

E-mail **erika.cardenas@co.cameron.tx.us**

Contract Date To: **2008**

Contract Date From: **Present**

Contract Value: $ **$500,000**

Scope of Work:

Pharmaceutical Services

Reference 2

Client Name: **Northern Neck Regional Jail**

Location: **Warsaw, VA**

Contact Name: **Ted Hull**

Title: **Superintendent**

Phone: **804-333-6419**

E-mail **ted@nnrj.state.va.us**

Contract Date To: **2003**

Contract Date From: **Present**

Contract Value: $ **$350,000**

Scope of Work:

Pharmaceutical Services

Reference 3

Client Name:	Location:
Henrico County Sheriff's Office	**Richmond, VA**

Contact Name:	Title:
Mike Wade	**Sheriff**

Phone:	E-mail
804-501-5860	**wad52@co.henrico.va.us**

Contract Date To:	Contract Date From:	Contract Value: $
2000	**Present**	**$1,000,000**

Scope of Work:

Pharmaceutical Services

Supplier: **MAO Pharmacy**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**None**
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**	**None**
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**	**None**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.** **(Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☑ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☑ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☑ No D. Describe each affiliation or business relationship. **None** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **None**

7	**Hunter Hoggatt**	**09/18/2017**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **MAO Pharmacy**

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	**Westwood Pharmacy**
Address of Respondent:	**5823 Patterson Avenue, Richmond, VA 23226**
Email:	**hunter.hoggatt@westwoodpharmacy.com**
Telephone:	**(804) 288-1933**
Printed Name of Person Submitting Affidavit:	**Hunter Hoggatt**
Signature of Person Submitting Affidavit:	**Hunter Hoggatt**

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☑	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **MAO Pharmacy**

PRICE SHEET

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please provide AWP Plus/Minus % Discount in blanks provided below and complete the 2 pages of Drug Brand/Generic price sheets with Per/Capsule-Pill pricing.

Proposer shall provide current Average Wholesale Price (AWP) minus a percentage (%) discount plus a dispensing fee (if applicable).

BRAND NAME MEDICATIONS

Minus Percent (%) Discount 23

Dispensing Fee (if applicable) None

GENERIC MEDICATIONS

Minus Percent (%) Discount 94.5

Dispensing Fee (if applicable) None

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
VALPROIC ACID 250MG CAP	**$0.79**	**$0.06**
HYDROXYZINE PAM 50MG CAP	**$0.24**	**$0.02**
BUPROPION 100MG TAB	**$0.82**	**$0.06**
LITHIUM CARB 300MG CAP	**$0.12**	**$0.01**
QUETIAPINE 100MG TAB	**$5.28**	**$0.38**
LACTULOSE 10GM/15 SOL	**$0.06**	**$0.00**
ANTI-DANDRUF 1%	**$0.02**	**$0.00**
HYDROCERIN LOT	**$0.01**	**$0.00**
GERI-MOX SUS	**$0.01**	**$0.00**
DIPHENHYDRAMINE 25MG CAP	**$0.05**	**$0.00**
SUDOGEST 60MG TAB	**$0.03**	**$0.00**
DIPHENHYDRAMINE 50MG CAP	**$0.07**	**$0.00**
AMOXICILLIN 500MG CAP	**$0.29**	**$0.02**
QUETIAPINE 300MG TAB	**$13.12**	**$0.94**
NAPROXEN 500MG TAB	**$0.92**	**$0.07**
AMITRIPTYLINE 25MG TAB	**$0.46**	**$0.03**
TRAMADOL 50MG TAB	**$0.65**	**$0.05**
METFORMIN 500MG TAB	**$0.54**	**$0.04**
HYDROXYZ PAMOATE 25MG CAP	**$0.22**	**$0.02**
POLYETH GLYC 3350 NF POW	**$0.06**	**$0.00**
QUETIAPINE 200MG TAB	**$9.96**	**$0.71**
LISINOPRIL 10MG TAB	**$0.77**	**$0.06**
VENLAFAXINE 75MG TAB	**$0.33**	**$0.02**
HCTZ 25MG TAB	**$0.06**	**$0.00**
BENZTROPINE 1MG TAB	**$0.30**	**$0.02**
METFORMIN 1000MG TAB	**$1.12**	**$0.08**
CITALOPRAM 20MG TAB	**$1.97**	**$0.14**
BENAZEPRIL 10MG TAB	**$0.79**	**$0.06**
TRAZODONE 100MG TAB	**$0.85**	**$0.06**
SMZ/TMP DS 800-160 TAB	**$0.89**	**$0.06**
POLYETH GLYC 3350 NF POW	**$0.06**	**$0.00**
BUPROPION 75MG TAB	**$0.61**	**$0.04**
TRAZODONE 50MG TAB	**$0.62**	**$0.04**
AMLODIPINE 10MG TAB	**$1.82**	**$0.13**

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
QUETIAPINE 300MG TAB	**$13.12**	**$0.94**
ATRIPLA TAB	**$95.76**	**$6.84**
QUETIAPINE 100MG TAB	**$5.28**	**$0.38**
TRUVADA TAB	**$48.28**	**$3.45**
LANTUS 100/ML INJ	**$22.96**	**$1.64**
QUETIAPINE 200MG TAB	**$9.96**	**$0.71**
DULOXETINE 60MG CAP	**$5.93**	**$0.42**
REYATAZ 300MG CAP	**$35.40**	**$2.53**
OLANZAPINE 20MG TAB	**$30.67**	**$2.19**
COMPLERA TAB	**$82.57**	**$5.90**
OLANZAPINE 10MG TAB	**$15.34**	**$1.10**
QUETIAPINE 400MG TAB	**$15.35**	**$1.10**
LATUDA 40MG TAB	**$34.29**	**$2.45**
BUPROPION 100MG TAB	**$0.82**	**$0.06**
DIVALPROEX 500MG ER TAB	**$3.13**	**$0.22**
ABILIFY 10MG TAB	**$24.72**	**$1.77**
VALPROIC ACID 250MG CAP	**$0.79**	**$0.06**
ISENTRESS 400MG TAB	**$21.40**	**$1.53**
CYCLOPHOSPH 25MG TAB	**$7.21**	**$0.51**
INVEGA 9MG TAB	**$35.26**	**$2.52**
OLANZAPINE 5MG TAB	**$9.82**	**$0.70**
LATUDA 20MG TAB	**$34.29**	**$2.45**
OLANZAPINE 15MG TAB	**$23.00**	**$1.64**
HUMULIN R U-100 U-100 INJ	**$13.74**	**$0.98**
INVEGA 3MG TAB	**$23.51**	**$1.68**
VENTOLIN HFA AER	**$2.68**	**$0.19**
ABILIFY 5MG TAB	**$24.72**	**$1.77**
NORVIR 100MG TAB	**$7.92**	**$0.57**
ADVAIR DISKUS 250/50 AER	**$5.57**	**$0.40**
PROMETHAZINE HCL 25MG SUPR	**$13.64**	**$0.97**
EPINEPHRINE 0.3MG 2-PACK	**$190.19**	**$13.59**
INVEGA 6MG TAB	**$23.51**	**$1.68**
XIFAXAN 550MG TAB	**$30.81**	**$2.20**
PERMETHRIN 5% CRM	**$1.56**	**$0.11**
PREZISTA 800MG TAB	**$45.12**	**$3.22**

Correct Rx Pharmacy Services, Inc.

Bid Contact **Ellen H Yankellow**
eyankellow@correctrxpharmacy.com
Ph 443-557-0100
Fax 443-557-0333

Address **1352 Charwood Road, Suite C**
Hanover, MD 21076

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1708-185--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**
				Supplier Total	$0.00	

Correct Rx Pharmacy Services, Inc.

Item: **Please attach all documents to this line**

Attachments

Correct Rx Pharmacy Services 1708-185 Williamson County.pdf

Texas Class ES Pharmacy.pdf

Texas Wholesale License.pdf



SHERIFF
WILLIAMSON COUNTY
STATE OF TEXAS
TEXAS

CorrectRx
PHARMACY SERVICES

September 18, 2017

Williamson County, Texas Solicitation 1708-185 Pharmaceutical Service and Supplies

CONTACT US

Web: www.correctrxpharmacy.com
Email: eyankellow@correctrxpharmacy.com

CorrectRx
PHARMACY SERVICES

TRANSMITTAL LETTER

CorrectRx
PHARMACY SERVICES

1352 Charwood Road, Suite C, Hanover, MD 21076
tel 443.557.0100 *fax* 443.557.0333

September 18, 2017

Williamson County Purchasing Department
Attn.: Pharmaceutical Service and Supplies Solicitation 1708-185
901 South Austin Avenue
Georgetown, Texas 78626

Re: Solicitation 1708-185
Pharmaceutical Services and Supplies

Dear Ms. Fuller:

Correct Rx Pharmacy Services, Inc. (Correct Rx) is pleased to submit our response to the above referenced Bid for the Williamson County Jail (Williamson County). Correct Rx offers a comprehensive pharmacy service designed to enhance savings through competitive pricing structure, innovative operational efficiencies, stellar program management and elite clinical services all designed to provide *undeniable value* to Williamson County.

Correct Rx has a proud record of establishing collaborative relationships with our clients designed to improve patient outcomes while managing overall healthcare costs. Correct Rx's value is created through the active participation of our board certified clinical pharmacists as part of the multidisciplinary healthcare team, detailed transparent reporting and effective program management.

National Experience

Correct Rx is a national leader in institutional pharmacy services, currently serving over 110,000 lives in correctional and juvenile facilities, residential treatment programs and senior care facilities. Correct Rx is licensed in all 50 states and currently provides correctional pharmacy services in 30 states and the District of Columbia.

Texas Experience

More importantly, Correct Rx provides services to these Texas facilities: Big Spring Correctional Center, Central Texas Detention Center, Brooks County Detention, Coastal Bend Detention Center, East Hidalgo Detention Center, Ector County Correctional, Fannin County, Galveston County Jail, Grayson County, Joe Corley Detention Facility, Karnes County Correctional Center, Kinney County, Liberty County, Midland County, Randall County, Reagan County, Reeves County Detention Complex (R3), Rio Grande Detention Center, Val Verde Correctional Facility and Winkler County.

Corporate Location: Correct Rx operates from our headquarters and sole pharmacy location in Hanover, Maryland.

Correct Rx Pharmacy Services, Inc.
1352 Charwood Road, Suite C, Hanover, Maryland 21076
Telephone: 800-636-0501/ 443-557-0100 **Fax:** 443-557-0333

Ownership Type: Correct Rx is a privately held S-Corporation.

Federal Tax ID Number: 75-3111495

Corporate Contact: As the President/CEO and majority owner of Correct Rx Pharmacy Services, Inc., I, Ellen H. Yankellow, am authorized to bind the firm to all statements including service, price and timelines contained in this response. I will be directly involved with any contract negotiations. I am also the individual who may be contacted should any clarifications be necessary and will make certain that all your questions are answered. I will also be responsible for coordinating an oral presentation if requested by Williamson County.

Correct Rx Pharmacy Services, Inc.
1352 Charwood Road, Suite C, Hanover, Maryland 21076
Email: eyankellow@correctrxpharmacy.com
Telephone: (800) 636-0501 ext. 248 **Fax:** (443) 557-0333

Conclusion: At Correct Rx, our goal is to be an indispensable part of your healthcare solution. In our response we have articulated our unique history and understanding through our firsthand experience with providing service to hundreds of facilities similar in size and scope to Williamson County. Correct Rx has focused particular attention on the specific needs of Williamson County today (i.e., clinical expertise, program management, regulatory adherence, cost saving opportunities, innovative solutions, healthcare integration, dependable and reliable delivery, technology, attention to detail, teamwork, integrity, etc.).

Correct Rx's Proposal will be valid for ninety (90) calendar days from September 18, 2017. Correct Rx is confident that our innovative thinking, clinical expertise, compelling holistic approach and attention to detail will provide Williamson County with the ***Best Overall Value*** for pharmacy services. Thank you for the opportunity to submit our proposal and the prospect of beginning a long standing partnership with Williamson County as your pharmacy provider.

Sincerely,

Ellen H. Yankellow

Ellen H. Yankellow, PharmD
President & CEO

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-261940

Date Filed:
09/18/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Correct Rx Pharmacy Services, Inc.
Hanover, MD United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid 1708-185
Pharmaceutical Service and Supplies - William County Jail

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
James, Tristani	Hanover, MD United States		X
Molofsky, Jill	Hanover, MD United States		X
Yankellow, Ellen	Hanover, MD United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Ellen H. Yankellow
Signature of authorized agent of contracting business entity

RACHAEL ALLEN CAMPBELL NOTARY PUBLIC BALTIMORE COUNTY MD

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ellen H. Yankellow, this the 18th day of September, 20 17, to certify which, witness my hand and seal of office.

Rachael Allen Campbell	Notary PUblic
Signature of officer administering oath	Printed name of officer administering oath / Title of officer administering oath

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.3337

CorrectRx
PHARMACY SERVICES

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CorrectRx
PHARMACY SERVICES

EXECUTIVE SUMMARY

Executive Summary

September 18, 2017

Corporate History and Background

Correct Rx was established as a Maryland corporation in 2003. We are a full service pharmacy available 24 hours a day, seven days a week, providing accurate and timely dispensing and delivery, with personalized billing services, while infusing clinical pharmacy throughout the entire company.

Correct Rx is the national leader in institutional and clinical pharmacy filling between 15,000 and 18,000 prescriptions daily (Maryland Pharmacy Permit No: PWO234 / Distributor Permit No: D01558). Headquartered in Maryland; we are strategically located next to BWI airport to service facilities in all time zones. Correct Rx provides services for over 110,000 offenders in more than 250 correctional facilities in the United States. Correct Rx is licensed in all 50 states and currently provides correctional pharmacy services in 30 states and Washington D.C. We provide services for both adults and juveniles in all types of public and private facilities. Correct Rx serves County, State and Federal (US Marshal, ICE, Bureau of Prisons, and Bureau of Indian Affairs) inmates. We have contracts directly with State and County clients as well as subcontractor agreements with nationally recognized institutional healthcare companies and private prison companies.

Texas Experience

More importantly, Correct Rx has a great history of servicing facilities in Texas and we are the current pharmacy provider for these Texas facilities: Big Spring Correctional Center, Central Texas Detention Center, Brooks County Detention, Coastal Bend Detention Center, East Hidalgo Detention Center, Ector County Correctional, Fannin County, Galveston County Jail, Grayson County, Joe Corley Detention Facility, Karnes County Correctional Center, Kinney County, Liberty County, Midland County, Randall County, Reagan County, Reeves County Detention Complex (R3), Rio Grande Detention Center, Val Verde Correctional Facility and Winkler County.

We provide our clients cost savings through operational excellence and cutting edge clinical programs.

Correct Rx's Commitment to Excellence

The Williamson County Sheriff's Office has a long standing tradition of commitment to the citizens of Williamson County. Even further the Williamson County Sheriff's Office is "committed to the high standard of values within Williamson County and continues to provide a high level of service to its citizens." We believe you will find that Correct Rx is perfectly aligned with Williamson County as we employ an evidence-based approach that is outcome driven and designed to reduce costs. We recognize that our patients, many of whom have been underserved, do not have a choice in "who" will provide their constitutional right to healthcare. Our commitment is to provide the same level of care that we would afford our own family members, as it is all a part of our vision of doing things the "Correct Way."

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Deliver What We Promise

Correct Rx Pharmacy Services, Inc. (Correct Rx) is proud to offer our response to Bid 1708-185 to provide pharmaceutical service and supplies for the Williamson County Jail (Williamson County). Correct Rx is proposing a comprehensive pharmacy service solution that we believe is tailor made to address the needs of Williamson County in the delivery of correctional healthcare. Correct Rx is offering a detailed plan that features operational efficiencies, technological advances, pharmacy driven clinical services and full program management.

Our proposal is reflective of our best thinking and delineates our compelling holistic methodology to improve patient outcomes while positively impacting your overall healthcare budget. Correct Rx embraces the opportunity to discuss our past and present accomplishments in similar projects and to present the services we are introducing in this proposal. We define success as improved care for the patients under your custody resulting in decreased overall healthcare costs.

Our high level of integrity will reassure Williamson County that you are receiving the best customer service while employing the most cost effective approach to pharmaceutical care in the industry. We believe in doing things the "right way" and will strive to exceed your expectations.

We view ourselves as partners dedicated to providing optimal healthcare services, while being good stewards of the taxpayer's money. More specifically, we are extremely proud of our clinical services in combination with advanced technologies, which we feel differentiate us from our competitors.

Owners/Corporate Directors

Dr. Ellen Yankellow is the President and CEO of Correct Rx and a national leader in the advancement of clinical pharmacy for institutions. In June 2016, Dr. Yankellow was awarded the Bowl of Hygeia in Maryland. An internationally recognized symbol for pharmacy, it is the profession's most prestigious award recognizing pharmacists who possess outstanding records of civic leadership.

"Correct Rx's approach is holistic and the solutions that we are offering are innovative and leading edge. Providing Undeniable Value to our clients; this is the Correct Rx Way".

Dr. Ellen H. Yankellow, President & CEO
Correct Rx Pharmacy Services, Inc.

Jill Molofsky, RPh, CCHP, serves as Vice President and has over 30 years of operational experience providing pharmacy services for institutions all across the country. James Tristani, RPh is head of Purchasing and has 35 years of direct pharmacy business experience.

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Correct Rx recently celebrated its 14th anniversary and we are quite proud of our commitment to excellence, reputation for integrity and stellar growth year over year since our inception. Correct Rx has become a strong force in the Correctional Pharmacy Industry. Our ability to take on large pieces of business in an organized manner with no disruption to our clients and the patients they serve has been clearly documented. We have transitioned over 400 facilities in the past 14 years.

This includes statewide systems for the Maryland Department of Public Safety and Correctional Services, Delaware Department of Correction, Idaho Department of Juvenile Corrections, as well as large municipalities like the Philadelphia Prison System and the Atlanta City Jail. We believe it is our years of correctional experience coupled with our attention to detail that have allowed Correct Rx to successfully transition correctional systems large and small. Our clients have been the beneficiary of this organized, experienced approach. Correct Rx is prepared to transition pharmacy services for Williamson County in a manner that is focused on the details and ensures continuity of care.

There is no "generic" for experience. Correct Rx has the real thing.

Company founders Ellen H. Yankellow, PharmD and Jill Molofsky, RPh, CCHP bring years of unrivaled experience, honesty and professionalism to the correctional market. Dedication and training have led us to develop strategies that reduce costs without compromising patient care. Correct Rx has the resources, experience, integrity and commitment to exceed your service expectations. Correct Rx enjoys an excellent reputation for customized service and clinical programs that actually make a difference. Correct Rx even kept several facilities that changed their general medical management configuration but insisted on continuing with Correct Rx for pharmaceuticals because of their high level of satisfaction with our services.

Doing More for Less: The "New Norm"

Correct Rx understands the current state of the economy and the need for fiscal conservatism. State and Federal budgets continue to demand that all of us do more for less. This has become the ***"new norm"*** that we all must learn to navigate and thrive in this environment. Correct Rx is living this ***"new norm"*** every day and we understand the importance of bringing true value to Williamson County through competitive pricing and effective contract and clinical management. We embrace this responsibility as an opportunity to demonstrate our responsiveness to this RFP. Correct Rx knows that your success is our success. To this end, Correct Rx has responded in a myriad of ways including but not limited to the following:

- **Competitive Pricing Model:** Correct Rx is providing aggressive pricing incorporated into a thoughtful and comprehensive service plan that is designed to provide the most advantageous offer to Williamson County and the greatest

savings possible for the citizens of Georgetown, Texas who are ultimately paying the bill.

- **Active Program Management:** Correct Rx provides professional Program Management Services to support the Pharmacy Services Program. Correct Rx has extensive experience in managing statewide and other large correctional systems.

  Correct Rx believes contract management is an essential component of delivering a comprehensive pharmacy services program. We always set a goal of 100% compliance with the terms of the RFP and resultant contract**.** We hold ourselves to high standards and believe that Williamson County deserves this level of integrity. Our approach focuses on fully understanding the requirements of the contract and then providing services that not only meet the standards, but exceed your expectations.

  Our reputation for doing what we promise is well documented. Williamson County will be the recipient of this dependable program management and excellent work ethic. What we promise will in-fact become a reality. We encourage you to call our references to verify this claim. Program management is an active and continuous process.

- **Separation of Administrative and Clinical Program Management:** Each facet of the Correct Rx program is monitored and adjusted as needed to address the ongoing needs of Williamson County. Williamson County will need a partner that is actively managing pharmacy services and responding in real time to the concerns facing the inmates in your care. Correct Rx equally understands the difference between the administrative and clinical role. In order to maximize the impact of our innovative and collaborative clinical role and to ensure absolute contract compliance, Correct Rx is assigning both an Administrative Program Manager and a Clinical Pharmacy Director. While these two positions are interdependent, each will have a distinct role in managing this contract.

- **Administrative Program Manager:** The Administrative Program Manager will ultimately be responsible for ensuring that Correct Rx is providing Williamson County with 100% compliance on the terms in the RFP and resultant contract. One client likened it to having “one belly button to push” or “one neck to strangle” when issues arise. While these are cute sayings, the fact is Williamson County will be well served in knowing they have an identified Correct Rx manager who will be responsive to any and all contractual issues. Correct Rx has assigned Mr. John R. Nattans to serve in this role.

  Mr. Nattans will serve as the primary liaison between Correct Rx and Williamson County. This means that any and all issues, questions, or concerns related to administration, billing, operations, IT, training, CQI, equipment, emergency preparedness, audits, regulatory affairs or contract compliance will be the responsibility of Mr. Nattans to address. Williamson County will simply need to

communicate these issues to Mr. Nattans and he will ensure Correct Rx responds appropriately.

Additionally, Mr. Nattans will ensure that all meetings will be attended as required, that all reports will be furnished in a professional and timely manner that Correct Rx has an active QA and CQI program. Correct Rx always working to find more efficient and innovative operational and administrative solutions.

- **Clinical Pharmacy Director** Given the role of the Administrative Program Manager, the Clinical Pharmacy Director is then freed up to focus 100% on delivering the clinical programs that are not only aligned with Williamson County, but have allowed Correct Rx to distinguish ourselves as the leader of clinical services in the industry. We state this not to be boastful, yet to express our pride in what we have achieved over the past 14 years and to promise this same level of commitment to Williamson County. It starts by assigning the proper resources to implement these services.

- **Highly credentialed clinical pharmacists**. The Correct Rx clinical department is staffed with a team of clinical pharmacists who have earned a Doctorate in Pharmacy (PharmD) and have completed a post graduate residency program. These post graduate residency trained pharmacists will provide Williamson County with a level of competency that is essential when collaborating with your providers. All of our clinical pharmacists are either board certified or are in the process of obtaining this very rigorous certification.

- **Strategic initiative that requires all of our clinical pharmacists to obtain the Certified Correctional Health Professional (CCHP) certification issued by the National Commission on Correctional Health Care (NCCHC) and the Pharmacotherapy Specialist certification issued by the Board of Pharmacy Specialties (BPS).**

  Correct Rx's investment in this level of quality provides Williamson County with not only clinically trained PharmDs but with pharmacists that have a greater understanding of the standards surrounding healthcare in the correctional setting.

- The creation of a **Medication Therapy Management Department**. This department was created to supply essential drug information to Correct Rx's clients and for assisting providers in the proper selection of the most cost effective drug therapy that will result in the best outcome. This department is led by a doctoral trained pharmacist with years of correctional experience who is CCHP certified and possesses a Master of Science in pharmaceutical outcomes and policy in applied pharmacoeconomics from the University of Florida.

- **Pharmacy and Therapeutics (P&T) Committee:** *Not your average P&T.* Correct Rx has considerable experience in managing P&T Committee processes. The P&T Committee is the primary formal link that establishes communications

between the health care practitioners, the pharmacy and Williamson County as it relates to the use of medications for the patients under your care. Correct Rx plays an active and vital role in the P&T meetings to ensure medication costs are well managed. Through the P&T committee we provide continual monitoring of medication use and apply pharmacoeconomic principles in the development of a sound formulary drug list. Correct Rx also mindfully monitors the ever changing drug market, established clinical pathways and treatment protocols so that Williamson County is well informed of best practice and community standards of care.

- **Inspections and Audits** The visits are performed by fully credentialed clinical pharmacists who possess first-hand knowledge of institutional standards and the nuances of the specific facilities serviced. Correct Rx's clinical pharmacists utilize our new audit tool that was designed and implemented specifically for our clients. This tool ensures that our client's medication rooms are in full compliance with all State and Federal regulations including national accrediting bodies (e.g., NCCHC, ACA, and JC) along with facility specific standards, policies and procedures.

- **Forecasting Pharmaceutical Expenditures.** Correct Rx provides ongoing pharmaceutical cost containment forecasting services. This initiative has been fine-tuned over the years since we introduced the service in February 2012. On a regular basis, Correct Rx provides an analysis of current drug market trends. This information is essential to planning your drug budget, controlling medication costs and in determining which medications provide the most value for Williamson County. Managers need forecasting data to make decisions and policy. Correct Rx will partner with you and your medical vendor to help you reach your budgetary goals.

- **Autonomous Technology Solutions.** Correct Rx offers a wide array of IT solutions to include onsite electronic order entry, medication accountability through barcode scanning, and dashboard reporting. Our IT Department is responsible for the ongoing development, implementation and integration of the latest technology as supported by the company's business systems infrastructure, thereby positioning Correct Rx with the ability to meet the needs of Williamson County now and in the future.

- **Barcode Check in System**: The Barcode Medication check-in is fast and creates an additional layer of security to ensure that all ordered medications were received. In addition to providing heightened accountability and verification of receipt, shipment check-in time is reduced dramatically versus the manual process of checking orders against the paper packing list.

- **Web Based Dashboard Reports:** Our Web based reporting system provides Williamson County with instantaneous access to essential utilization data and analysis. This tool is designed to facilitate the push of essential information to all

Correct Rx PHARMACY SERVICES

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Williamson County stakeholders to monitor key performance indicators and measure overall analytics.

- **Training and Education – In Person and On Line Training Modules:** Correct Rx is committed to training and education. We have a tried and proven method of on-site training. Starting with the implementation and transition plans to specific medication trainings designed to improve patient care through medication administration including self administration, maintenance, and documentation. Correct Rx has created a high quality series of training videos designed to address pharmacy operations, medication administration and documentation.

- **Medication Administration Training Modules:** These videos are accessible on-line as part of a self-paced comprehensive training module. They are always accessible, which is convenient for scheduling new staff orientation or for those who may wish to view a specific training topic as a refresher. Correct Rx is also always available to answer questions or provide in person trainings specifically designed for the needs of the medical staff.

- **Internal Regulatory Affairs Department** led by a full time licensed attorney. ***Correct Rx will not put Williamson County or Correct Rx in harm's way.*** Correct Rx recognizes that there is increased scrutiny to ensure regulatory compliance, particularly with the unique responsibilities that govern health care, handling of controlled substances, and caring for the safety and welfare of the public. Correct Rx's commitment to promoting strong business ethics and accountability is manifest through its development of a Corporate Compliance and Regulatory Affairs Division. Our focus promotes and monitors the laws, rules and regulations that govern institutional pharmacies and the clients that we serve. Legal and regulatory expertise is critical for operational and clinical programs to comply with the intricate landscape of Federal, State and local legislation. While many organizations have failed to address the issue and view the matter as either unimportant or cost prohibitive, Correct Rx has developed a Regulatory Affairs Department. ***Correct Rx has all of the licenses required to provide pharmacy services as outlined in this Bid***.

  Correct Rx ensures that all work is performed in compliance with all Federal, State, and Contract Specifications, or in their absence, the best practices of the trade. Correct Rx's facility policy and procedures will be customized to comply with institutional policies and directives and is already compliant with all regulatory and credentialing institutions (e.g., BOP, JC, NCCHC, ACA, and DEA).

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Innovative Clinical Pharmacy Programs

Correct Rx looks forward to the opportunity to serve Williamson County with our comprehensive pharmacy programs. Correct Rx has a proud record of establishing collaborative relationships with our clients to improve patient outcomes while managing overall healthcare costs.

Creating this ***undeniable value*** has been accomplished through the participation of our board certified clinical pharmacists as part of the multidisciplinary healthcare team and through effective program management. Our clinical pharmacists with the support of our sophisticated corporate clinical department are able to assist at a high level to manage your highest risk patients and disease states in collaboration with the onsite healthcare providers.

Not Comparable to Buying a Fixed Commodity

Attempting to cut costs by decreasing Clinical Services and Program Management actually results in an increase in drug spending and leads to a decrease in the quality of healthcare. Poor healthcare services result in lawsuits, loss of clients, and regulatory investigations (e.g., DOJ, ACLU). Selecting a pharmacy is much more than buying a commodity. Williamson County can rest assured that Correct Rx will not jeopardize care, threaten patient safety or cut corners.

Results are Real and Reproducible

Our programs are designed to maximize savings through operational efficiencies, thorough program management and proven clinical initiatives that result in better outcomes. The results are real and reproducible. Correct Rx is excited to share this data with Williamson County and we encourage you to contact any of our clients as we have built our business by producing outcomes and providing customers with excellent service and cost savings.

Total Pharmaceutical Expenditures – We want to be your partner!

When you increase the quality of clinical services and program management not only do you improve patient care, but you can significantly decrease the total drug cost. Providing quality pharmacy services decreases overall healthcare spending by reducing the need for secondary care, hospitalizations, and offsite transports.

The direction of pharmacy services nationally is one of collaboration, education and therapy management all in an effort to improve outcomes while reducing short and long term costs. Correct Rx's clinical team bolsters healthcare services by providing a real impact on the quantity, selection and mix of drugs being purchased. **Factors such as poor patient compliance, over-ordering, adverse events, and the early discontinuation of medications can increase the quantities of returned**



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medications. The success of Correct Rx's clinical programs has been demonstrated in our county, statewide and corporate contracts and we are looking forward to expanding the impact through our partnership with Williamson County.

Cutting Edge Clinical Programs

Correct Rx's clinical programs have set the benchmark and separate us from our competition. Our company was founded on the principal that by providing cutting edge clinical services and initiatives we would be able to improve our client's success in providing healthcare to the offenders under their custody. Our innovative clinical programs improve outcomes and reduce costs. **We have proven it to our customers since our inception in 2003.** Our goal is to achieve the best possible health outcomes and the most cost-effective treatments rather than simply filling orders with the prescribed number of the cheapest pills. No other institutional pharmacy has adopted this service approach, although many claim to offer clinical pharmacy services.

Medications are the most common therapeutic modality in healthcare. A clinical pharmacy program positively impacts the inmate and the medical, mental health, dental, custody and the facility administration teams. Correct Rx is able to achieve significant results because of our established clinical programs and the rigorous credentialing process for our clinical pharmacy team. Correct Rx maintains the opinion that improved outcomes means healthier patients, fewer complications and reduced overall costs to Williamson County.

No Hidden Affiliations or Ownerships

- Correct Rx is not a subsidiary or affiliate of any corporation or other organization.
- Correct Rx has never been suspended, debarred or sanctioned by any agency.
- Correct Rx does not inflate drug prices by owning a wholesaler or FDA repackager.

All discounts reflected in Correct Rx's pricing are actual savings.

Regulatory Compliance

Correct Rx is a full service institutional pharmacy licensed by the Maryland Board of Pharmacy and the DEA. We distribute medications and provide pharmacy services nationwide and are properly licensed in all 50 States. Our licensure allows for the distribution of both patient-specific and non-patient specific medications as well as all the service requirements requested in this Bid and all of the additional services we propose throughout our response. **There have not been any actions taken nor are there any pending against our licensure.** Correct Rx's owners have over 100 years of combined direct pharmacy experience. This experience paired with our dedicated Corporate Compliance and Regulatory Affairs Division means that Williamson County will not be left to navigate the complex and often confusing Federal and state specific

regulations alone. Correct Rx will make certain the pharmacy program at the Williamson County Jail is in full compliance with controlling law.

Further, Correct Rx will ensure that all Federal and State licenses and certificates necessary to legally provide the pharmacy program are obtained and retained under the terms of this contract. Correct Rx is not only proposing to address all of Williamson County's requirements but we currently have a comprehensive pharmacy program in place to fulfill those requirements.

Correct Rx works to keep our clients abreast of the community standards and national and State regulations. For example, some vendors attempt to muddy the waters surrounding licensure and create confusion in the correctional community surrounding which licenses are required by both the facility and the pharmacy to provide services and patient-specific and non-patient specific medications.

As with every service that we provide we are fully transparent as we believe that is the "Correct Way." In short, a Pharmacy is allowed to sell to end-users (patients). In this instance the end-user is the Williamson County Jail.

Correct Rx has not had any liquidated damages or fines assessed by any client since our inception. Further, we have not negotiated relief of any liquidated damages and or fines. There simply have not been any fines to address.

Correct Rx prides ourselves on doing what the contract requires thus eliminating the potential for fines or assessments. Also, Correct Rx has never settled a lawsuit since our inception nor is any pending. Finally, Correct Rx has never referred any client or patient to our insurance company.

Correct Rx will perform all work as a result of this Bid in compliance with all Federal and State regulations, or in their absence, the best practices of the trade, including the American Correctional Association (ACA) and National Commission on Correctional Health Care (NCCHC). If at any time any license held by Correct Rx is terminated, qualified, suspended or in any other way detrimentally affected Correct Rx shall immediately notify Williamson County.

Compliance with Healthcare Standards

NCCHC: Correct Rx is well versed in the health care standards of the National Commission on Correctional Health Care (NCCHC). Jill Molofsky, Vice President and Dr. Hui Seo, Chief Clinical Officer are Certified Correctional Health Professionals (CCHP) through the NCCHC.

This level of expertise ensures that all pharmacy services policies and procedures are compliant with NCCHC standards, which we will apply regardless of whether the institution is currently accredited.

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ACA: Correct Rx understands and is familiar with the health care standards of the American Correctional Association (ACA). Correct Rx ensures that all pharmacy program services are compliant with ACA standards, which we apply regardless of whether the institution is currently accredited. Our goal is to establish, maintain and even exceed standards in between accreditations - not just to prepare for them.

Education and Training: Education and training of the staff is a key component of a quality program. All training provided by our expert in-house and guest trainers that help staff use their resources to the fullest potential are provided in compliance and consistent with NCCHC and ACA standards and the local State Board of Pharmacy. Correct Rx believes the outcome of education is a better product and service. *If it is Accurate, then it is Correct.*

Inclusion & Diversity: Correct Rx, as a woman owned business, understands the challenges and importance of providing opportunities to small businesses throughout the nation. In many states, we have partnered with small local pharmacies to provide emergency back-up pharmacy services to our contracted facilities. We utilize the services of small local delivery companies to facilitate the flow of medications to our clients' sites. We also contract with small local staffing agencies to provide staffing for facility audits and inspections.

Financial Stability – Confidential & Proprietary

Ownership Type: Correct Rx is a privately held Corporation chartered in the State of Maryland where it is headquartered.

Federal Tax ID Number: 75-3111495

Corporate Location
Correct Rx Pharmacy Services, Inc.
1352 Barkwood Road, Suite C
Hanover, Maryland 21076
Telephone: 800-636-0501/443-557-0100 Fax: 443-557-0333

Total Revenue: Correct Rx's total revenue for 2016 was $112.4 million.

Correct Rx delivers exactly what we promise and our client list has grown exponentially as a result of hard work, integrity and knowledge of the specific requirements of correctional facilities. Correct Rx's healthy balance sheet and robust client list speak volumes. Correct Rx has been in business for 14 years and in that period of time we have grown to become a multi-million dollar corporation. We have no debt and sufficient resources to service any client.

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Confidential & Proprietary

Cash Position/Debt to Equity Ratio: 0.38 to 1.0

Correct Rx has in excess of $9 Million in cash reserves in addition to a $6 Million line of credit with SunTrust Bank, which we are not currently using. This liquidity ensures that we can weather any economic difficulties we face without fear of financial stress, and that we will be able to fulfill the requirements of this contract.

Audited Financial Statements: Correct Rx has retained the services of Dixon Hughes Goodman, LLP a national accounting firm, to perform an independent audit of their financial records. We have had independent audits performed every year since our inception. Correct Rx has always received a "clean" audit substantiating the financial results of the company each year. Correct Rx has never had any accounting deficiencies or internal control weaknesses noted from these audits.

Physical Inventory Count: Correct Rx, in accordance with good accounting principles, has arranged to have a physical on site inventory count done multiple times a year by an independent inventory firm. Correct Rx utilizes the services of RGIS, an independent inventory firm, to perform these counts. No discrepancies were noted during the last inventory count either by Correct Rx, RGIS or their independent CPA auditors from Dixon, Hughes, Goodman and Company, LLP.

Dun and Bradstreet Ratings: The most recent Dun & Bradstreet Rating for Correct Rx is 4A1. This is the best rating available and it indicates that we meet all of their financial obligations on or before their due dates. This rating also indicates that we have the financial strength on our balance sheet to provide the proposed services to Williamson County without incurring any debt or taxing our financial resources to do so.

Giant Sized Cost Savings through Group Purchasing Buying Power/ Strength in Volume: Correct Rx operates as an independent entity except when it comes to purchasing. Correct Rx has formed an alliance with a large consortium of correctional pharmacies nationwide to take advantage of volume driven manufacturer discounts. Through our various Group Purchasing Organizations (GPO's) and buying alliances Correct Rx is able to access pricing usually reserved for a select few. Correct Rx's buying department is led by a pharmacist with over 30 years of experience.

Transparency: Correct Rx does not play games with our invoice costs. Correct Rx's pricing is transparent. Correct Rx has lower overhead costs and extended buying power, usually reserved for the largest pharmacies. We are able to negotiate the best prices on your behalf and pass along the resulting savings.

Ownership: Correct Rx has not had any changes in ownership over the past two years and is not currently planning a change in ownership over the next five years.

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Summary

Simply stated Correct Rx's response to Williamson County's Bid is a comprehensive service plan designed to improve care and manage pharmaceutical costs along with overall healthcare expenditures. Correct Rx knows through experience this can be accomplished through a multifaceted approach. This contract and the level of care provided are unique to Williamson County. Correct Rx believes the real proof is uncovered by examining a company's track record for delivering pharmacy services and innovative initiatives that improve patient outcomes and reduce healthcare spending.

Correct Rx is offering a proposal that meets the challenges of today and provides leading changes that are all designed to positively impact what Williamson County spends on drugs and healthcare costs well into the future. We trust that the selection committee understands our commitment and willingness to work with you in a variety of innovative ways to provide the "Best Value" for Williamson County.

CorrectRx
PHARMACY SERVICES

PROPOSAL RESPONSE TO CRITERIA

Correct Rx PHARMACY SERVICES

Response to Criteria

September 18, 2017

D. PROPOSAL RESPONSE TO CRITERIA - SPECIFICATIONS

Williamson County is requesting Proposals from firms to supply Pharmaceuticals and Pharmaceutical Service/Supplies for its County Jail, whose current population is 650 inmates.

Please acknowledge and/or respond to each of the specifications listed below and expound your firm's abilities to meet or exceed these requirements.

1. Proposer agrees and understands that the awarded proposer will be the principal source of supply for pharmaceuticals during the term of the contract. However, Williamson County reserves the right to purchase these products from other sources of supply in case of emergency or when the vendor is out of stock and it becomes necessary for Williamson County to support its immediate operational requirements.

The World of Drugs is Available to Williamson County

Correct Rx has the ability and the resources to supply all medications formulary and non-formulary drugs, injectables, intravenous products, syringes, sundries and other over-the-counter products for Williamson County. Correct Rx has access to all specialty medications through our wholesaler Amerisource Bergen, our GPO Innovatix and our alliances with Specialty Pharmacies for restricted medications. Medications need to be readily available when ordered. Correct Rx furnishes all prescription and non-prescription medications as prescribed by medical staff. Services make a big difference in the quality delivered and the price you pay each month.

Correct Rx will provide a comprehensive pharmacy services program for the detainees served by the Williamson County Jail that meets or exceeds every requirement as outlined in the RFP. Correct Rx is confident in our ability to satisfy all the requirements of the RFP.

Correct Rx is well known for delivering exactly what we promise. Our high level of integrity will reassure Williamson County that you are receiving the best customer service while employing the most cost effective approach to pharmaceutical care in the industry. We believe in doing things the "right way" and will strive to exceed your expectations.

We view ourselves as partners dedicated to providing optimal healthcare services, while being good stewards of the taxpayer's money. More specifically, we are extremely proud of our clinical services in combination with advanced technologies, which we feel differentiate us from our competitors.

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Correct Rx acknowledges Williamson County's right to purchase products from other sources of supply if necessary.

2. All pharmaceuticals, chemicals, and drugs provided under this contract shall conform to the standards set by the Federal Food and Drug Administration and the latest editions of the US Pharmacopoeia, the National Formulary, or the American Medical Association's publication, New Drugs, where applicable, whether or not this is specially indicated in the specification or proposal. In cases of multi-source drug products, names of manufacturers must be listed in the current FDA of approved drug products with therapeutic equivalence evaluations publication.

Our Drugs Conform to the Standards

Correct Rx understands and will comply. Additionally, all medications will be automatically dispensed with the generic equivalent, based upon FDA's A or AB rating, unless brand name is specified by the practitioner. When evaluating medications in any therapeutic class it is very important to analyze if a generic equivalent is available. Correct Rx will adhere to the Williamson County formulary and make appropriate therapeutic recommendations to provide the highest quality care while reducing costs.

3. Supplier must hold approved New Drug Applications (NDA) or Abbreviated New Drug Application (ANDA) for all products.

NDA and ANDA

Correct Rx's prime vendor, Amerisource Bergen, holds approved New Drug Applications (NDA) or Abbreviated New Drug Application (ANDA) for all products.

4. Supplier must be a licensed Medicaid vendor.

Medicaid

Correct Rx has extensive experience in billing medication charges to Medicaid and other supplementary medical insurance companies. We are an approved provider for Medicaid and most prescription medical insurers.

We presently provide pharmacy services to correctional facilities, skilled nursing, assisted living, and developmentally disabled institutions, all of which require the ability to process pharmacy claims electronically. We have a trained team of pharmacy technicians, pharmacists, and billing specialists to ensure that all claims are handled properly and efficiently. All of the employees have been trained on how to resolve any ambiguities in the order paperwork and we have a printed policy and

procedure manual to identify the proper course of action when handling all third-party payer claims.

5. Supplier must be an approved pharmacy by the Texas Department of Health/HIV program.

Texas HIV Medication Program

Correct Rx has been in communication with the Texas Department of Health HIV Medication Program. As stated on their website and confirmed via our telephone calls, "the Texas HIV Medication Program (THMP) is the government funded AIDS Drug Assistance Program (ADAP) for the State of Texas. The THMP provides certain prescription drugs to persons with HIV infection lacking the financial means to pay for them. The drugs provided are approved by the Food and Drug Administration (FDA) and are used in the treatment of illnesses caused by the human immunodeficiency virus (HIV) and other opportunistic infections." https://www.dshs.texas.gov/hivstd/meds/faq.shtm

All approved pharmacies for this program are currently located in Texas with one exception of a pharmacy in Shreveport, LA that provides mail order services only. Further this program provides services for qualified individuals while in the community, but unfortunately does not include detainees. While the program does not service individuals while detained at the Williamson County Jail, they may qualify upon release thus requiring the need for re-entry services and transition planning. Correct Rx has years of experience working with community based HIV programs (e.g., ADAP, Ryan White) and we will work with Williamson County to assist with these transition services and to facilitate getting these medications in the community.

Correct Rx also offers Williamson County an advantage in the treatment of HIV for those detainees under your care. Correct Rx understands the clinical importance of providing timely medication delivery and consultative services to patients with HIV/AIDS. The availability of highly active antiretroviral therapy has revolutionized the care of HIV and transformed the classification of HIV from a terminal illness to a chronic medical condition. While the treatment of HIV/AIDs is highly effective, medication therapy with antiretroviral medications (ARV) continues to carry adverse side effects and many drug-drug and drug-disease interactions. Our clinical pharmacy experience with patients receiving ARV helps to minimize the risk of adverse events. Correct Rx's clinical programs understands the significant impact of patient compliance with prescribed regimens, laboratory verification of regimen effectiveness and monitoring drug-interactions with other chronic care medications. We will collaborate with your medical team to ensure patients receive the highest standard of care.

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Prospective Review of HIV Regimens

Correct Rx's pharmacists review each HIV regimen prescribed for your detainees to ensure regimens are complete and appropriate. Antiretroviral regimens that are incomplete or otherwise inappropriate can lead to viral resistance and clinical failures. High cost or salvage therapies are often required in these cases which lead to increased costs of HIV care to our clients. To avoid this avoidable occurrence, Correct Rx will review all new orders for HIV medications to ensure:

- Regimens are complete
- Medications are prescribed in recommended doses
- Drug-drug interactions are identified
- Contraindications are avoided

The Department of Health and Human Services (DHHS) publishes guidelines for the use of antiretroviral agents in HIV infected adults and adolescents that stratify various ARV combination regimens based on clinical evidence. "Preferred" combinations refer to regimens that have demonstrated superior efficacy and have acceptable tolerability and ease of use. Each year, the arsenal of medications for HIV/AIDs increases with the availability of newer medications that offer improved efficacy and better safety profiles. Correct Rx requires our clinical staff to maintain competencies pertaining to HIV guidelines and to participate in HIV/AIDS education programs to remain current with treatment protocols established by the National Institute of Health.

6. All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times.

Packaging

Correct Rx packages all products in a manner that affords reasonable protection against moisture and contamination at all times. Correct Rx ships all medications according to manufacturer specifications. Correct Rx is mindful of those products that must be dispensed and shipped in their original packaging. Our boxes are prepared for shipment so medication will not be damaged during shipment. All liquids that are susceptible to potential leaking are taped and placed in separate plastic bags. Refrigerated items are placed in special Mylar bags with sufficient ice packs to keep them cool and frozen products are shipped inside of special coolers with multiple ice packs.

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a. Supplier shall utilize blister packs for dispensing of medications.

Blister Packs

Correct Rx will provide solid oral prescriptions, including patient specific over-the-counter medications, primarily in 30 dose modified unit of use blister cards approved by the current United States Pharmacopoeia/National Formulary (U.S.P./N.F.) for that drug. Correct Rx will provide the specified day supply or the quantity requested. Correct Rx ensures that the medication is packaged in a manner that:

1. Maintains the integrity of the medication dispensed;
2. Maximizes the expiration dating of the medication;
3. Minimizes medication waste and cost to Williamson County;
4. Minimizes the risk;
5. Promotes safety of patients, health care staff, and other facility personnel;
6. Decreases the potential for facility contraband;
7. Includes bulk packaging, unit dose packaging where each dose is individually labeled and sealed, and child proof containers for discharge medications as required.

Correct Rx will provide the specified day supply or the quantity requested. All liquid medications will be shipped in plastic non-breakable containers. Correct Rx will make recommendations regarding quantity dispensed based on our experience. Medications will be packaged in an organized manner so they are protected from damage during normal shipment due to the elements or handling. We ship all refrigerated items in an insulated container and clearly mark the outside of the box that a refrigerated item is contained inside.

In addition we take particular care when shipping controlled substances. Although we include controlled substances with the overnight shipment we place them in a separate hermetically sealed bag to ensure extra security. Any medications received that are damaged will be replaced by Correct Rx at no additional cost to Williamson County.

Customized Quantities

Correct Rx utilizes blister cards manufactured by MTS with 30 bubbles in each blister card. Correct Rx will dispense the medications in a 30 day supply or in the quantity ordered by the on-site medical or mental health provider if less. Correct Rx has the ability to customize the dispensed quantity based on any of the following criteria:

- Inmate
- Type of medication e.g., Restricted vs. Self-Administered

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- PRN vs. Chronic Medications
- Disease state
- Specific facilities or units e.g., Reception Centers or Mental Health Units or Infirmaries, etc.

Correct Rx's operational staff has years of experience providing medications for institutions of all sizes. Our experience allows us to make tailored recommendations and solutions. Not all facilities or units within facilities are the same and you will find our ability to accommodate your needs is quite different than most correctional pharmacies. One way we offer value to our customers is through customized quantity packaging. Correct Rx can dispense in quantities less than 30 days of medication for specific medications (e.g., psychotropic) or by unit (e.g., infirmary) or by facility (e.g., intake).

This solution greatly reduces wastes, decreases returns, improves patient safety and is cost effective. Correct Rx offers a myriad of options to customize quantities for Williamson County. We have established our integrity through providing solutions that control excess medications and costs. We are flexible and will work with Williamson County to provide the best solution when it comes to quantity dispensed.

Correct Rx will fill prescriptions for any amount less than 30 days as requested. So if the on-site medical provider requests a seven or ten day supply the medication will be filled for the exact quantity and the appropriate number of pills will be placed in the blister card. At Correct Rx we feel we have a fiduciary responsibility to assist our clients in controlling excess medications and we will work with you to analyze the problem and arrive at agreeable solutions.

> *b. Labels shall be affixed to the blister pack and the Medication Administration Record (MAR). Labels shall contain all the necessary information required by law as well as the inmates housing unit and date of birth.* ***A sample of the blister pack should be included****.*

Labels – Complete Compliance – Don't be fooled!

The label requirements for blister packs are no different than for medication bottles or bulk items (tubes, liquids, etc.). Under Federal and Texas labeling requirements there is no "each bubble" requirement. Correct Rx does not mix medication lots. The information is uniform for every pill in each blister card. Medications are dispensed and in compliance with all state and Federal laws.

Correct Rx's commitment to full compliance is rooted in our core values, but more importantly it is reflected in our performance record over the last fourteen years.

Response to Criteria

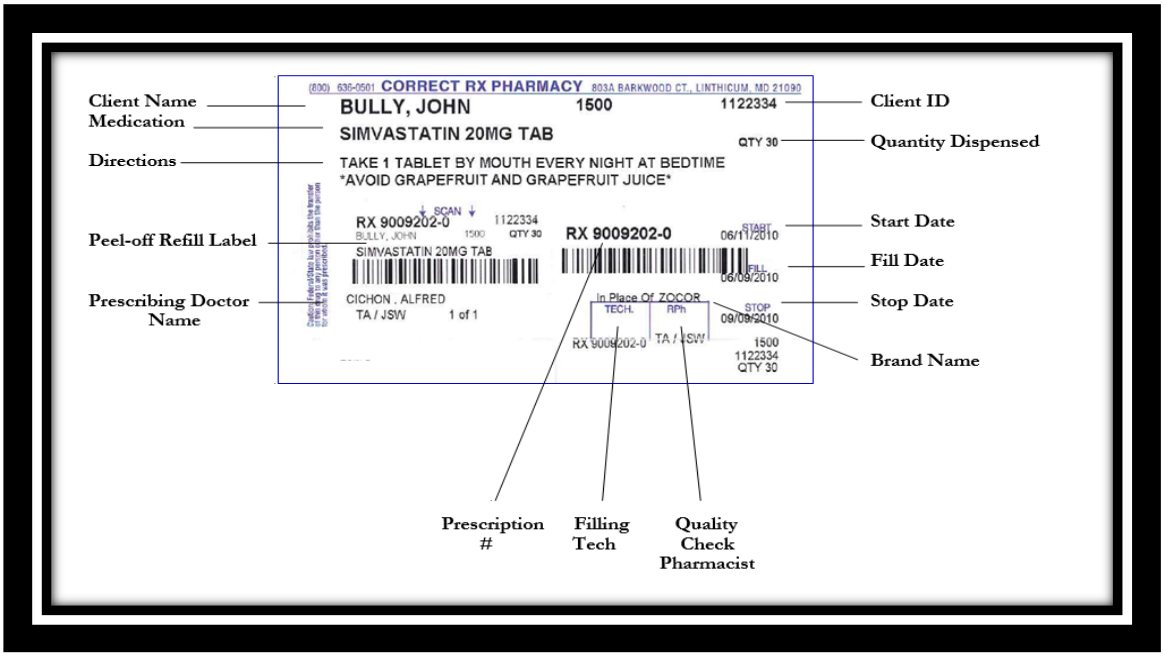
September 18, 2017

No regulatory body has ever fined or otherwise penalized Correct Rx for noncompliance with any Federal or state laws, rules, or regulations.

Correct Rx's legal compliance is supported through our partnerships with our contracted national wholesaler and repackager. Correct Rx only purchases pharmaceuticals through Amerisource Bergen; one of three national wholesalers (the others include Cardinal and McKesson) who account for 85% of all medications sold within the United States. All three wholesalers' processes were vetted and passed Federal scrutiny. Further, Correct Rx, in partnership with Amerisource Bergen, has established compliant protocols that allow us to legally provide our licensed clients with wholesale services where requested or necessary. **Similarly, Correct Rx, in partnership with Unit Dose Solutions, a federally registered repackager providing national service, is able to supply our clients with specialized packaging in States that have implemented restrictive laws**. These relationships allow for transparency in services and fees with appropriate licensure that comply with the strict guidelines of medication distribution from manufacturers to distributors and pharmacies and ultimately to institutions and patients.

Sample Label

Below you will find a sample of the Correct Rx label affixed to dispensed medications. Also included on the back of each blister card is the drug name, manufacturer, lot #, and drug expiration date.



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Labeling Requirements

All prescriptions are labeled in accordance with labeling regulations and include the requirements of this RFP:

- Inmate's name;
- Inmate's identification number;
- Medication name and strength;
- Dosage form;
- Generic interchange information;
- Quantity dispensed;
- Manufacturer's name;
- Lot number;
- Medication expiration date;
- Route and times of administration;
- Prescription number;
- Prescriber's name;
- Original date;
- Dispense date;
- Discontinue date and/or refill information;
- Dispensing pharmacist's initials;
- Directions for use (Spanish available, if requested)

Auxiliary Labels

Correct Rx applies all necessary warning and 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. Refrigerated items are packed separately in insulated pouches with cooling packs and clearly marked on the outside of the package, "Refrigerated Items." Correct Rx will mark controlled medications and package the medications in a mutually agreed upon format for easy identification.

Sample Blister Packaging

A sample of our blister cards are available on the following pages.

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Front of Blister Card:

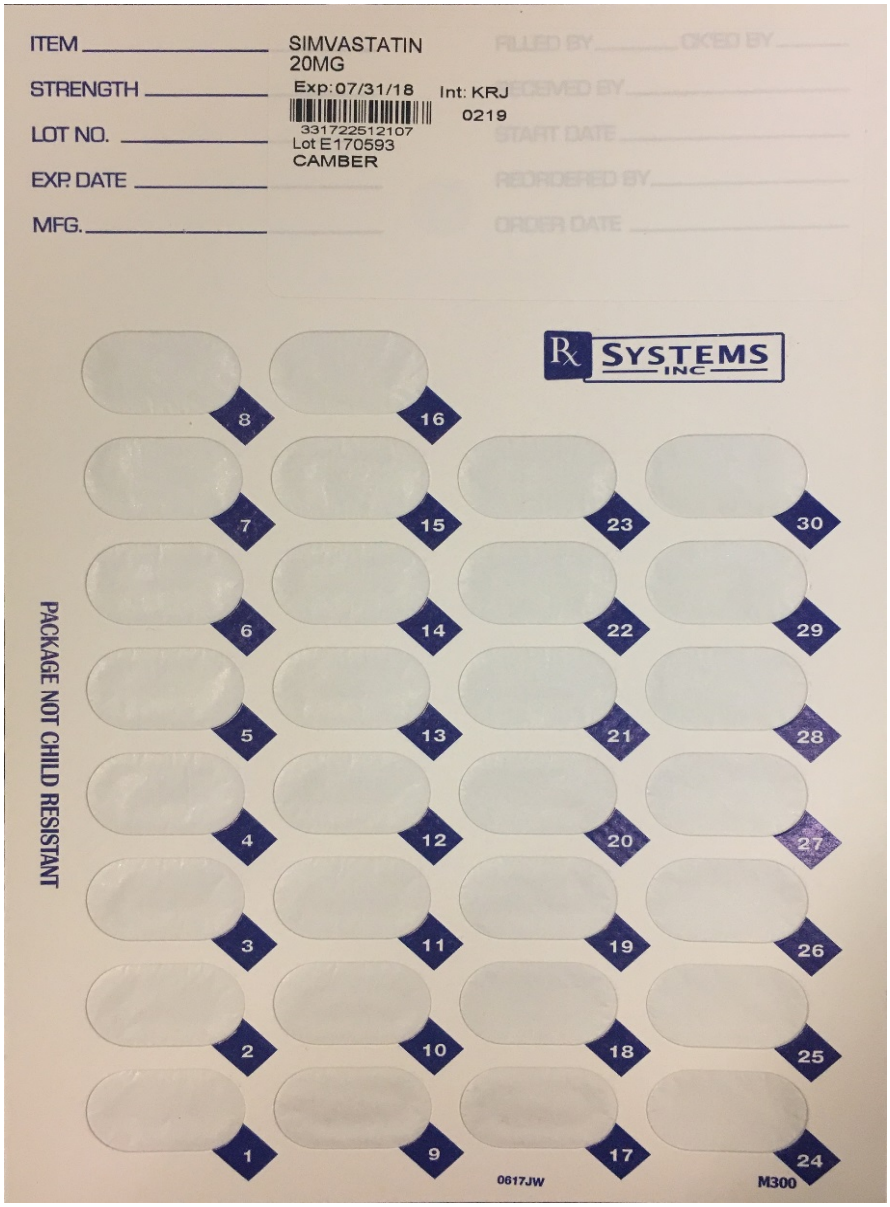


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Back of Blister Card:



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c. Supplier shall furnish Keep on Person (KOP) medications in approved containers and label them as such.

Keep On Person (KOP)

Correct Rx assists the medical and mental health providers in determining which medications are best suited for a KOP program and also has the ability to label KOP orders as such in the direction line if this would help the medical staff handing out the medications. Keep on Person Medications are normally medications that are **not** psychotropic, controlled medications and or medications that have the potential for abuse. Williamson County will determine which offenders qualify for the KOP program. Correct Rx will furnish, as necessary, KOP medications in approved containers (no metal or glass) and label them as such in compliance with the existing policy.

Correct Rx has also developed a Medication Self-Administration Bulletin which lists detailed instruction on the utilization of KOP medications. This KOP bulletin has a signature line for the offender to sign prior to beginning a self-administration program. Correct Rx will provide this form for review by Williamson County prior to use. Of course this form can be edited to suit the specific needs of the facility. The offender receiving the medication must sign and date our Medication Self-Administration Bulletin, which lists detailed instruction on the utilization of KOP medications.

Correct Rx provides a daily manifest/packing list included with each delivery. This packing/manifest is sorted alphabetically by patient and includes the offender number, name of drug, quantity shipped; it also provided a space for the offender to sign for receipt of KOP medications. In addition, Correct Rx will supply an easy to use KOP stamp with a signature line that can be utilized on the medication administration record or a separate KOP sheet for ease of documentation of receipt of KOP meds.

d. Supplier shall provide the County with a minimum four (4) medication carts for the dispensing of medications at no additional cost to the County. These carts shall be furnished with locks and keys in order to avoid unauthorized access.

Medication Carts

Correct Rx will loan Williamson County a minimum of four (4) medication carts at no additional charge for the length of the contract. These medication carts have lockable drawers and have an additional locked narcotic box contained therein, and will be ordered to meet the needs of the medical staff. They include large shock resistant wheels for ease of handling inside the facility. The color and size of the carts

will be coordinated with the Health Services Administrator. Each cart is customizable to provide drawers that will be provided to hold blister cards along with bulk liquids, topicals, ear, nose and eye products. The table below provides the cart details for the most utilized carts we provide from our vendor Capsa.

Capsa Medication Carts			
Model	W x D (in.)	W x D (cm)	Height (in. & cm)
M3	29.5 x 26.75	75 x 68	43.5 113
M4	36.1 x 26.75	92 x 68	43.5 113

Correct Rx understands the unique and potential dangers with medication storage in a correctional environment. As part of the quarterly inspection process Correct Rx will ensure that all packaged medications delivered to the facility is stored in lockable storage devices in order to minimize the risks associated with medication diversion. During these inspections, Correct Rx will verify that not only that the storage units are lockable, but that appropriate security procedures are in place and being followed to minimize unauthorized access to medications.

e. Supplier shall have ability to provide a stock-medication type inventory.

Quantity and Type of Starter Medications

The quantity and type of starter medications will be determined in collaboration with the Medical Director and Correct Rx's Clinical Program Manager. The medications kept on hand are those that need to be started prior to the patient specific order being received from Correct Rx. Correct Rx is sensitive to the concern regarding the quantity and variety of starter medications. The quantity and type can be customized by facility type and size. Normally the category of drugs that are included in starter emergency medication supplies: antibiotics, asthma medications, seizure meds, diabetes, and some cardiac and detox medications. A system of accountability will be developed to comply with all ACA guidelines and Board of Pharmacy regulations.

Correct Rx will comply with Texas Board of Pharmacy Rules and Regulations related to the management of starter doses and Emergency Medication Kits. Even though Correct Rx provides next day service, emergency medications and starter doses are necessary to initiate medication therapy in acute conditions and life threatening emergencies.

Correct Rx will establish a stock supply of commonly utilized medications for administration to offenders prior to receipt of their patient specific medication. Correct Rx understands that timely medication administration improves treatment outcomes. Drug selection and maximum quantities will be developed in collaboration with the Medical Services and Mental Health Services and Correct Rx's

Chief Clinical Officer. These medications are to be used on an emergency interim basis, while awaiting a patient specific medication to arrive onsite and to ensure that there are no lapses in treatment.

Due to Correct Rx's efficient and reliable medication delivery, Williamson County will be able to minimize its reliance on stock medication, which will in turn increase patient safety and decreases issues related to cost, diversion, waste, regulatory noncompliance. Not all medication rooms need to have every item on the stock list at the maximum quantity.

Correct Rx will work closely with Williamson County to ensure these stock lists are relevant and well managed. The list of medications and quantities will be tailored based on an assessment of the prescribing habits as well as established and acceptable treatment guidelines.

Correct Rx realizes that starter medications are necessary to ensure continuity of care until patient specific medications are obtained. Overstock of medication, however, can unnecessarily increase the financial burden; medications potentially may go unused and expire, thereby creating waste. Many times, the fear of not receiving patient specific medications in an appropriate time frame leads to an excess of non-patient specific stock medications.

Correct Rx knows what it takes to deliver medications in a timely manner the "Correct Way". Correct Rx's ability to deliver medications the next day eliminates the potential for excess stock medications. An overstocked medication room leads to poor documentation, possible diversion, potential nurse dispensing and higher cost due to unused inventory and possible waste.

Accountability and Tracking

Stock medications shall be managed and maintained in a safe and secure environment with a perpetual inventory tracking system, developed by Correct Rx, to ensure accountability. Correct Rx appreciates the concerns associated with maintaining stock medications. Accountability is the key to minimizing potential over dispensation to the patient and possible diversion concerns. Correct Rx dispenses all stock medication with an affixed "Stock Accountability" record. This record is utilized to record accountability for each dose administered from the dispensed quantity. Proper documentation of the stock drug record is essential; it creates accountability. This system of accountability is developed to comply with all NCCHC and ACA guidelines. The completed Stock Accountability record should be returned to the pharmacy for reconciliation. This is in addition to and separate from the required documentation of the Medication Administration Record. This

accountability system allows for stock medications to be stored in the same secure location as patient specific medications, while providing for ease in accountability.

Approval and Training regarding Emergency Medication Policies

Training is an essential element of our industry. Correct Rx provides hundreds of educational sessions each year. The training sessions may be part of a transition schedule or instructions on how to use a new technology or an in-service on the proper treatment of a particular disease state but the goal is always to provide necessary information to produce a successful outcome. As part of our implementation training, medical and mental health services staff will be instructed on the initiation and maintenance of the "Stock Accountability" system. The training program will be made available to the Williamson County Medical Director for approval prior to implementation.

f. Protocols must be updated often to stay abreast of community standards.

Protocols and Community Standards

Correct Rx has years of experience developing many pharmacy policy and procedures manuals for correctional facilities and systems. These policies and procedures are intended to ensure compliance with all laws and regulations related to procurement, storage, labeling, administering and record keeping of drugs and biologicals.

The purpose of a Policy and Procedures manual is to serve as a professional guide to pharmaceutical services for the correctional facility and to:

- Enhance patient care and assure the safety of offenders receiving pharmaceutical services
- Promote consistency and continuity
- Communicate important policies
- Aid in personnel training
- Increase legal protection
- Aid in evaluating performance

All procedures are in compliance with ACA, NCCHC, State and Federal guidelines. Correct Rx Pharmacy's Lead Clinical Liaison will review the policy and procedures manual regularly and recommend any necessary modifications in coordination with the Medical Department.

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7. Unless exceptions are made, such as for biological, all shipments of pharmaceutical products, which incur expiration dates, must have a minimum of one-year dating as of delivery.

Expiration dates

Correct Rx acknowledges and will comply.

8. Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

a. Trademarked items in original unopened package in accordance with the vendor's return goods policy. Vendor shall provide a copy of the return goods policy.
b. Non-trademarked items in original unopened packages, in accordance with the vendor's return goods policy.
c. Outdated biological products returned within one year after expiration date.
d. Any product that arouses questionable physical properties or therapeutic activities. The County reserves the right to return such product to the vendor for credit or immediate replacement. Return of such products shall not require prior notification to the vendor, and shall be returned at the vendor's expense.

Returns and Credits

Correct Rx, in accordance with State and Federal Law, will provide a method for the return and credit of medication from Williamson County. Correct Rx recognizes the challenges of managing the economic and operational burden associated with storage of unused or overstocked medications. Correct Rx will assist Williamson County in realizing the economic benefit of returning medications by outlining standard procedures for the return of medication. Credit will be given for medications returned when the following criteria have been met:

- The prescription medication did not leave the control of the registered professional nurse or licensed practical nurse responsible for the security, handling, and administration of that prescription drug and that the prescription drug did not come into the physical possession of the individual for whom it was prescribed.
- The labeling and packaging of the prescription drug are accurate, have not been altered, defaced, or tampered with, and include the identity, strength, expiration date, and lot number of the prescription drug.
- The prescription medication was dispensed in unit dose packaging or original manufacturer's packaging.
- The prescription medication is not:
  - ✓ A controlled substance
  - ✓ Expired
  - ✓ Damaged
  - ✓ Deteriorated
  - ✓ Contaminated

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All returned medications will be documented at the facility. The medications will be returned to Correct Rx at our expense. The medications will then be electronically scanned at the pharmacy for documentation, accountability and for purposes of providing credit.

Credit will be given on a monthly basis for all medications including half tabs and for full and partial cards that meet this criteria, comply with State and Federal regulations, have a value of at least $2.00 and which have more than 90 days remaining before their expiration date.

Credit will be issued in accordance with these regulations at the price Correct Rx pays for the medication per pill. **No charge will be assessed for re-stocking.** Note: DEA controlled medications cannot be returned to the pharmacy provider. Controlled substances shall be destroyed per State regulations and facility policies.

Detailed Monthly Credit Report

The Monthly Credit Report will be included with each monthly invoice and will show all returned medications received back at the pharmacy. We utilize barcode scanners to record all orders that are returned to the pharmacy. The monthly report shows the Patient Name, The Rx Number, the return date, the fill date, the drug name and strength, the quantity originally dispensed, the quantity returned, and the amount of credit being given.

Cost Savings

At Correct Rx, we believe the best way to reduce the burden of unused, unnecessary medication is to actively manage medication utilization. Correct Rx's experienced clinical pharmacist will review utilization trends at Williamson County, addressing the unnecessary waste or return of large quantities of medication. The handling of unused medications presents a burden to Williamson County.

Storage concerns, loss and diversion of medication, and lost savings when medication is not returned are challenges that must be addressed. Correct Rx uses a clinical pharmacist to provide a thorough utilization review which in turn leads to patient-focused and provider-focused interventions ultimately resulting in cost savings to Williamson County. Factors such as poor patient compliance, over-ordering, adverse events, and the early discontinuation of medications can increase the quantities of unused medication. Identified opportunities to reduce the quantity of unused medications at Williamson County will be reported during quarterly Pharmacy and Therapeutics meetings.

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Credit Compliance

There is ***no relation*** between a vendor's ability to issue credit on returned medications and being licensed either as a wholesaler or repackager. There is no connection between unit dose packaging label requirements, return of unwanted, unused or expired medication and a vendor's ability to provide credit to a client.

Neither the State of Texas nor the Federal Government legislate a private company's business decision as to whether it chooses to offer credit on medications. There are State and Federal Laws guiding whether or not medications can be returned and re-used or re-dispensed, but there is no statute that even addresses the issue of providing credit. Each pharmacy has at their option the ability to offer credit if it chooses to do so and under what terms and conditions it will do so, if it does. Thus, Williamson County will see different terms and conditions on nearly every vendor's policy surrounding the issuance of credit for returned medications. The Federal Government imparts the responsibility upon the individual states to legislate the return of medication. Any other claims are simply false.

9. The County reserves the right to submit samples of products of doubtful potency or composition to a competent independent laboratory for assay, and in such cases, the cost of such assay will be paid by the supplier if products are found to be below US Pharmacopoeia, National Formulary, or Federal Standards.

Potency and Composition

Correct Rx understands and acknowledges that Williamson County reserves the right to submit samples of products of doubtful potency or composition to a competent independent laboratory for assay, and in such cases, the cost of such assay will be paid by the supplier if products are found to be below US Pharmacopoeia, National Formulary, or Federal Standards.

10. Final inspection of all products and decision of acceptance or rejection will be made by the County. Final inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in nonconformance with specifications.

Final Inspection

Correct Rx understands and acknowledges that final inspection of all products and decision of acceptance or rejection will be made by the County. Final inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as

shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in nonconformance with specifications.

11. The County shall be billed on a monthly basis. The billing procedures shall allow for separate billing for inmates that are identified as I.N.S. or U.S. Marshal Inmates and that billing should go directly to the respective agency.

Monthly Billing, INS and U.S. Marshal Inmates

Third Party Direct Billing: Correct Rx has extensive experience in billing medication charges to third party administrators including Anthem Blue Cross and Blue Shield, Medicaid, Trigon and U.S. Customs and Immigration Enforcement (ICE). Correct Rx is also one of Heritage Health Partners' preferred pharmacy partners. Heritage Health was selected by the U.S. Marshals Service (USM) to manage their detainees. Their services include management of pharmaceuticals for this population. We presently provide pharmacy services to correctional facilities, skilled nursing, assisted living, and developmentally disabled institutions, all of which require the ability to process pharmacy claims electronically. Correct Rx also provides services for several facilities in which we bill the USM regional office directly and we will provide this service for Williamson County.

Accurate Billing the First Time: Correct Rx is committed to accurate and straightforward pharmacy billing. Correct Rx recognizes that this accuracy contributes to minimizing the amount of Williamson County labor processing bills. Correct Rx has a centrally located billing office and will assign a billing representative dedicated to the Williamson County account.

We have a trained team of Pharmacy Technicians, Pharmacists, and Billing Specialists to ensure that all invoices are handled properly and efficiently the first time. All of the employees have been trained on how to resolve any ambiguities in the order paperwork and we have a printed policy and procedure manual to identify the proper course of action when handling all billing problems.

Bills are reviewed for Accuracy Prior to Sending to Williamson County: All monthly billing is reviewed again at month-end by both a pharmacist and a billing specialist to look for any anomalies that can be resolved before the billing is finalized. This review process has proven to improve the accuracy of monthly billing and has become another example of our motto "If it is the right way, it is the Correct Way".

Billing Process: At Correct Rx, we pride ourselves on having bills that are not only accurate, but they are also easy to read and to audit. On a monthly basis, we issue a

cover invoice which is a one-page synopsis of all charges and credits that were incurred during the month.

We can break down medication charges in any number of formats, based on our customer's need. Behind the cover invoice, we then include detail reports of all medications dispensed, listed by patient name, medication dispensed and date dispensed.

These detailed reports can also be separated by formulary medications, non-formulary medications, and other designations as required by our customer. We also include detail reports of any medications returned, with the corresponding credits issued as per the contract and Maryland Board of Pharmacy regulations.

In addition to our concise billing procedures, Correct Rx also takes pride in the fact that we are fiscally sound and keep all accounting records in accordance with Generally Accepted Accounting Principles (G.A.A.P.). We undergo an independent audit of our records on an annual basis, and we receive an unqualified opinion from a national auditing firm as to the accuracy of those records. Our outside audits are performed by Goodman and Company, a nationally-recognized accounting and auditing firm with offices throughout the United States.

Internal and External Audits: Our internal audit department will perform regular audits of the Williamson County billings to ensure strict adherence to all Federal and State health care statutes, and health care program requirements.

Additionally, since we have audited financial statements prepared annually by a reputable CPA firm, part of their procedures includes the audit of transactions processed during the year. This audit procedure is geared to measure adherence to all accounting, billing, and ethical standards. We have received a "clean" audit report for every year that we have been in business, and there has never been any issue raised in their annual management letter.

Our internal and external audits ensure that we follow proper procedures and protocols on a consistent basis, and that we comply with generally accepted accounting procedures at all times. These procedures ensure that we do the job correctly and consistently.

12. Separate itemized billing and credit invoices, on-line or computerized program for billing and credits, computerized inventory control in addition to online ordering must be provided and should be used for invoice reconciliation. In addition, the County Jail must be notified via e-mail and/or fax prior to shipment of partial orders. The e-mail or fax must list what item(s) and quantity(s) are not being shipped and when these item(s) will be available for shipment to complete the order.

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Itemized Billing – Credit invoices – Inventory Control – Ordering

As noted above, Correct Rx will provide separate itemized billing and credit invoices, on-line or computerized program for billing and credits, computerized inventory control in addition to online ordering, which is used for invoice reconciliation. Correct Rx uses a specialized dispensing system to ensure safe and efficient medication distribution in accordance with applications. Correct Rx provides licensed pharmacists who are experienced in correctional medicine and mental health services to screen all prescription orders for accuracy, completeness and formulary compliance prior to dispensing. The dynamics and the acuity level of the correctional population are more complex than the community. All prescriptions dispensed by Correct Rx are checked a total of three times by a registered pharmacist. This triple checking system, along with our advanced automated barcode technology and aggressive QA program, results in a low error rate. The final check is an additional Quality Assurance step to ensure the drug, strength and quantity match the information on the label before being dispensed.

Back Orders

Correct Rx's Vice President of Purchasing along with our Director of Purchasing have over 20 years of experience in purchasing and inventory control in the institutional pharmacy industry. Correct Rx will ensure that medications are available as needed and in stock for the Williamson County Jail.

In the event that Correct Rx has insufficient inventory to fulfill an order we will have the medication dropped shipped to us through our wholesaler Amerisource Bergen, our GPO Innovatix and/or our alliances with Specialty Pharmacies. Correct Rx's back order rate is less than one third of one percent of all orders processed and of those items back-ordered well over 99.99% are sent with the next delivery.

Backorder Process

All backorders whether full or partial will be communicated via a white backorder slip. This is a three part slip. The white copy of this slip is placed in with the daily shipment of medications. A B/O designation will be placed in the appropriate slot on the daily delivery manifest to communicate the backorder. The medication will be shipped the following business day. The second yellow portion of the backorder slip will be attached to the medication thus communicating the completion of the order.

If there is a delay in shipping the medication (e.g., manufacturer's backorder or special order) a Correct Rx Pharmacy staff member will call the facility to explain the reason for the delay and contact the appropriate medical provider to suggest a therapeutic alternative. This entire process is described in detail in our

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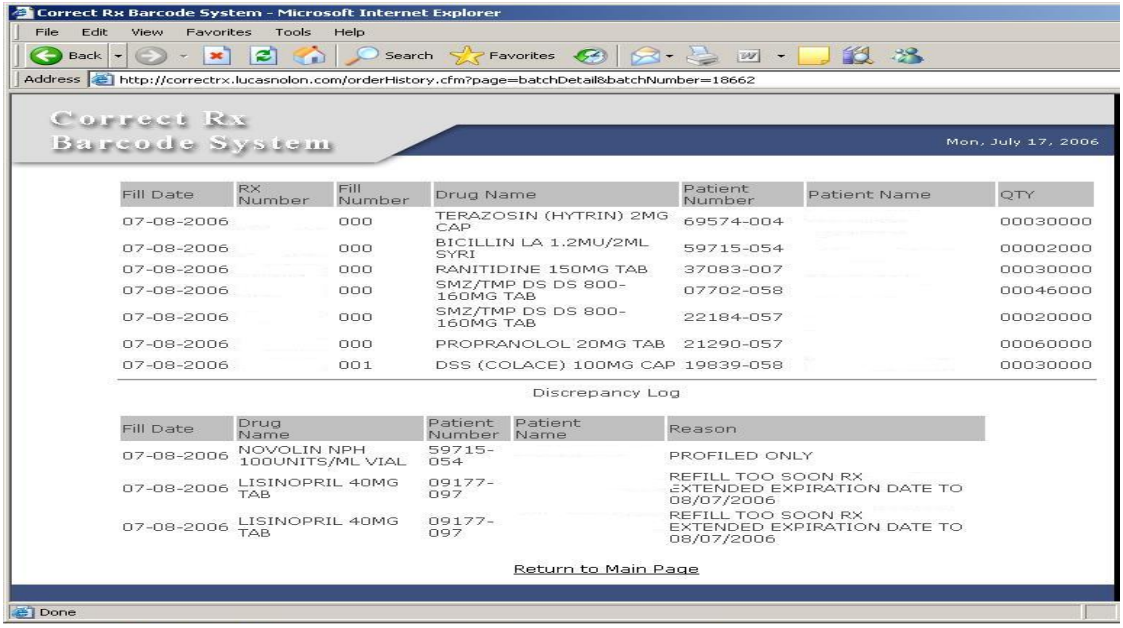
"Implementation Handbook" and will be reviewed with the medical staff during our start up training.

Web based and hard copy of Daily Discrepancy Log

Correct Rx also employs a tried and true system of Quality Assurance metrics and continuous communication with the facility to ensure orders are processed properly and that patients receive their medications timely. One of these tools is the Daily Discrepancy Log which is available in real time online through our web based barcode system and as a hard copy report provided with every delivery.

The purpose of the Daily Discrepancy Log is to list every order that Correct Rx was not able to process on that day and more importantly why it was not filled. For example, an order may have just been filled the day before and a medication nurse accidentally re-orders it again. The discrepancy log will note that the order is being requested too soon but will also tell the facility what date the order should be refilled.

The importance of this report is that on a daily basis the facility medical staff has an opportunity to review the items not sent and act appropriately in-order to receive the medication. This report is also available when checking the orders in utilizing our web-based barcode system.



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13. Inventory should be controlled by scanning orders for delivery and return.

Facility Web-Based Advanced Bar Code Technology

Our Barcode Order Reconciliation Program monitors and records on-site receipt of orders and assists in maintaining an inventory of pharmaceuticals in a safe, secure, and organized fashion. Correct Rx's proprietary system is web-based and requires no software. **The only equipment needed is a USB Barcode Scanners which we provide at no additional charge.** The system is accessed from our website by simply clicking on the Barcode Login section of our homepage and entering you Correct Rx issued login and password.



Scanning The Medication into the box at Correct Rx

Correct Rx has invested in an automated shipment verification system to ensure the highest level of accuracy and accountability to our customers. This application uses barcode scanning equipment to verify each order as it is placed into the shipping container for each facility that we serve. The computer system then compares each order scanned versus the computer record of outstanding orders for that facility. If there is any discrepancy, it must be resolved before the shipment is released to the carrier for delivery. This way we are certain that all the medications ordered are included in the outgoing shipment to the specific facility and their inclusion in the box is verified by a barcode scan.

Once the shipment is released for delivery, a hard copy of the packing list is included in the box, and an electronic copy is posted to our web site. Our web-based program allows the medical staff to view what is being delivered before it arrives. There is no mystery if a particular medication is going to come. This use of technology provides significant time savings to our clients and results in higher accuracy for our

shipments. Correct Rx is dedicated to the accurate and timely delivery of medication.

Medication Check-in at the Facility-Time Savings and Accountability

Once the medication is received and signed for at the facility the order is ready to be checked-in using our user friendly web based electronic barcode system. The healthcare professional onsite simply logs in to our website, selects the shipment date and checks the order in using a standard barcode scanner. The check-in is fast and creates a layer of security ensuring all ordered medications are received.

In addition to providing auditable accountability and verification of receipt, shipment check-in time is reduced dramatically versus the manual process of checking orders against the paper packing list. After scanning each medication in the delivery for that date, a report is run to ensure all orders were received. Orders that were checked in properly are highlighted with a green box, while any orders that were not properly scanned in are highlighted in a red box. If an item that was not properly scanned in is found it may be verified by simply clicking on the red highlighted box and the scanning the item. If there are any items that are missing, which is rare, the facility simply calls Correct Rx to ensure the medication is included with the next delivery.

Archived Records

All shipment records are kept active on the website for at least 60 days, so you can verify shipments that were received within the last 60 days providing managers and administrators with an extra layer of accountability. Key Managers and designated personnel will have access to the barcode system to review which sites are using the system and which orders have been delivered into the facility. Medical providers and nurses concerned about whether an order is delivered can log into the system at any time to confirm facility receipt of medication. Correct Rx conducts a monthly CQI survey to measure compliance with using the web based electronic check-in system. The results are shared with those from the medical and mental health teams directly responsible for ensuring that orders are scanned in at the facility.

Electronic Delivery Receipts

Our web-based program also allows the medical staff to view what is being delivered in their package before it arrives. There is no mystery if a particular medication is going to come. The nursing staff has access to their delivery manifests via our website that informs the medical staff of anticipated delivery items. We believe that this advancement in the use of technology provides significant time savings to our clients, and results in higher accuracy for our shipments. Correct Rx is dedicated to providing the right medication to the right patient in a timely fashion.

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Automated Refills – Using Barcode Scanner

Our web based program may also be used to initiate medication refills simply by scanning the refill barcodes and then hitting submit. Once again, the order goes to Correct Rx electronically via the web and the prescriptions are received by Correct Rx instantaneously, dispensed and ready to be delivered with the next delivery. This website feature is executed in real time. Medications can always be refilled by faxing or calling the pharmacy, which serves as a back-up should the facility be unable to access the web or if there are other unforeseen technical difficulties.

Correct Rx's Barcode Scanning technology has provided significant time savings to the nurses ordering medication and resulted in higher accuracy for our shipments. This is a measurable advantage.

14. Supplier shall have the ability to generate the following reports:

i. Tracking of usage of medications by inmate, specific doctor, or specific medication
ii. Online invoicing
iii. Itemized incoming deliveries
iv. Online credits and online returns
v. Overall credit % per time period requested
vi. "Ad hoc" reports

Reports

Correct Rx's administrative and clinical management personnel provide data and reports with a high level of accuracy, validity and integrity. Our team has gained a wealth of hands-on jail and correctional health, juvenile service, and long-term managed-care experience over the past 30 years. Correct Rx uses this experience to gather data and design reports tailored to meet the specific needs of our clients and the healthcare teams at each facility. Our reporting system includes traditional written reports, access to our online Remote Reporting System, and our advanced Dashboard Management Tool. Correct Rx collaborates with the medical staff in the collecting and reporting of data and in the development of indicators to be measured and standard reports for management and administrative purposes.

Correct Rx will submit a prescribed set of statistical reports to Williamson County on a monthly basis and additional reports as requested. Correct Rx will generate each report in the form and format as determined most useful by Williamson County. Correct Rx provides reports that address, but are not limited to those specified in this bid:

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- Tracking of usage of medications by inmate, specific doctor, or specific medication
- Online invoicing
- Itemized incoming deliveries
- Online credits and online returns
- Overall credit % per time period requested
- “Ad hoc” reports

We are excited to present Williamson County with a range of options to manage pharmaceuticals with our robust reporting systems and the new dynamic web based dashboard reporting system that we have included with this proposal. We believe it will provide Williamson County with instantaneous access to a full menu of reports which will provide valuable information and save the time by not having to manipulate raw data. Our written reports and participation in interdisciplinary meetings provides Correct Rx with the opportunity to consistently demonstrate our quality of service and dedication to focusing on the client value first, being customer friendly, being customer centered and always providing something extra. Understanding and meeting the needs of our clients is essential and always in the forefront of our operations.

Web-Based Reporting System

Correct Rx will provide an in internet secure web-based integrated reporting system for Williamson County’s use that provides up-to-date date (previous day’s orders shall be viewable) on all pharmaceutical ordered for utilization management. Our system will provide reports by date, cost, prescriber, offender, drug or drug category utilization or any combination thereof. Additionally, Correct Rx will provide the ability to run reports, including prescriptions needing to be refilled. Additionally, monthly reporting of drug returns, and prescription errors shall be provided.

Dashboard Instantaneous Access to Utilization & Billing Data

Modern business analytics is a vital necessity when managing a healthcare system. Information is only beneficial if it is current, accurate, and available. Managers need real time information. Correct Rx provides access to our Dashboard Reporting System. This web based program acts as a nerve center where quantitative and qualitative information is readily available and accessible 24 hours a day 7 days a week. We want to make you more effective by making information intuitive and understandable.

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The dashboard can aggregate pharmacy data for Williamson County and will provide visual information on how the jail is performing related to key performance indicators like medication budget, utilization by patient, cost per inmate, number of prescriptions per inmate and attention alerts. Each key performance indicator will allow filtering to narrow the analysis. In addition, qualitative alerts like findings on medication room inspections can be posted in the Notification Center. Managers will find this system to be an essential management tool, as they will know exactly what is happening in their facility. Each user will be assigned a user name and password with an assigned level of access to the dashboard.

Key Performance Indicators

The Dashboard will allow managers to track and report results related to pharmaceutical utilization. Key Performance Indicators such as medication cost, HIV cost, Psychotropic cost, Nonformulary cost, Number of Fills, Number of Clients on Medications (including HIV, Psych, Nonformulary, and Hepatitis), Average Daily Population, Cost Per Client Per Month (PCPM) and monthly accruals can be customized to meet Williamson County's needs. Additional reports including Top 50 Drug by Cost and most expensive patients, Formulary compliance and cost by disease state are provided.

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Message Content

In addition to the quantitative information available, Williamson County will have a message center where managers will have access to reports, site inspection findings, meeting/visit dates, clinical updates, drug shortages and operational issues identified. High cost patients would be identified in the "Most Expensive Patients" Report and could be monitored closely on the Dashboard Reporting System. Williamson County personnel at multiple levels could monitor their care closely and communicate on cost saving strategies within their healthcare teams and with the Correct Rx Clinical Team.



Key Features of the Correct Rx Dashboard

- Overall analytics can be tailored to fit data requirements and graphically displayed on the dashboard
- Data feeds can be synced on a scheduled basis depending on user requirements
- Super Administrators have access to an overall reporting screen with drill-down access for viewing location specific details
- Super Administrators have access to add/change location information and post alerts
- Most Expensive Patient feature lists patient by ID number and provided cost and detailed medication list
- Cost by Provider lists top prescribers by cost and fills to provide updated information for managers

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Valuable Tool

Correct Rx believes that this tool will leverage Williamson County to meet established medication use goals and manage overall healthcare costs within its facility. The ability to measure and monitor performance is a vital step to achieving sustainable success.

15. A computerized program interface linking the County Jail to the supplier must be available. Provide a detailed description of interface including any software and/or hardware that is required. If software and/or hardware are required, state whether it will be provided by the supplier or must be provided by the County.

Correct Rx's Electronic Ordering System

Correct Rx's electronic order entry system is a Windows and internet web-based application. Williamson County will connect to Correct Rx using no additional software. Correct Rx will provide each user with the appropriate credentials to access the system. The system will allow the facility to perform the following tasks:

- Creation of new patient records;
- New prescription order entry;
- Refill prescription order entry;
- Advanced reporting capabilities, including;
- Drug utilization reporting;
- Patient Profile reporting.

The system will provide the prescription history for each patient; status, drug, fill#, doctor, last fill, quantity and sig. The system that is used to transmit orders electronically can be operated from a computer with Windows XP or any other more recent generation and no other software or equipment. Using the internet each facility is able to connect to our application server at Correct Rx. Williamson County would connect to Correct Rx using a remote desktop connection. Remote desktop is native to all Windows operating systems and provides end to end security for the protection of all data being transmitted. There is no software to be installed and allows for different levels of role- based security, i.e. prescriber, non-prescriber, etc. Correct Rx will provide each user with the appropriate credentials to access the system. Correct Rx will conduct on-site user training on both access and use.

Refills

Correct Rx will work with the HSA to develop policies and procedures relating to the ordering and transmission of refills. We will develop not only an agreeable and preferred method of transmission of orders, but also the policies surrounding timing and appropriateness of those orders. Currently, refill orders can be transmitted to

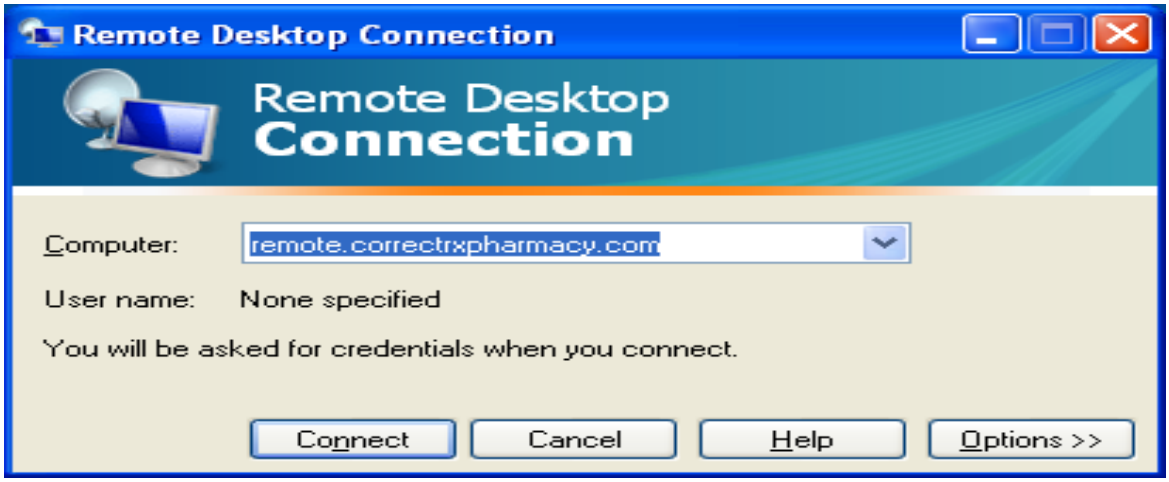
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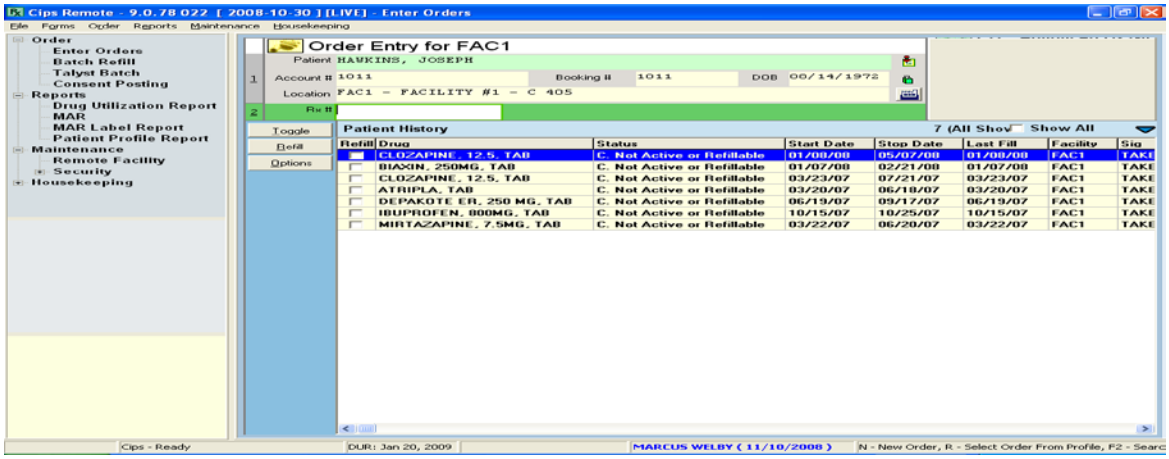
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the pharmacy utilizing our electronic order entry system, our web-based barcode system, orally via telephone or via facsimile. Our web-based program allows for medication refills simply by scanning the refill barcodes and then hitting submit.

The order goes to Correct Rx electronically via the web and the prescriptions are received by Correct Rx instantaneously, dispensed and ready to be delivered with the next delivery. This website feature is executed in real time. Medications can always be refilled utilizing our electronic order entry system, by faxing or calling the pharmacy, which serves as a back-up should the facility be unable to access the web or if there are other unforeseen technical difficulties. Correct Rx's Bar Code Scanning technology has provided significant time savings to the nurses ordering medication and resulted in higher accuracy for our shipments.



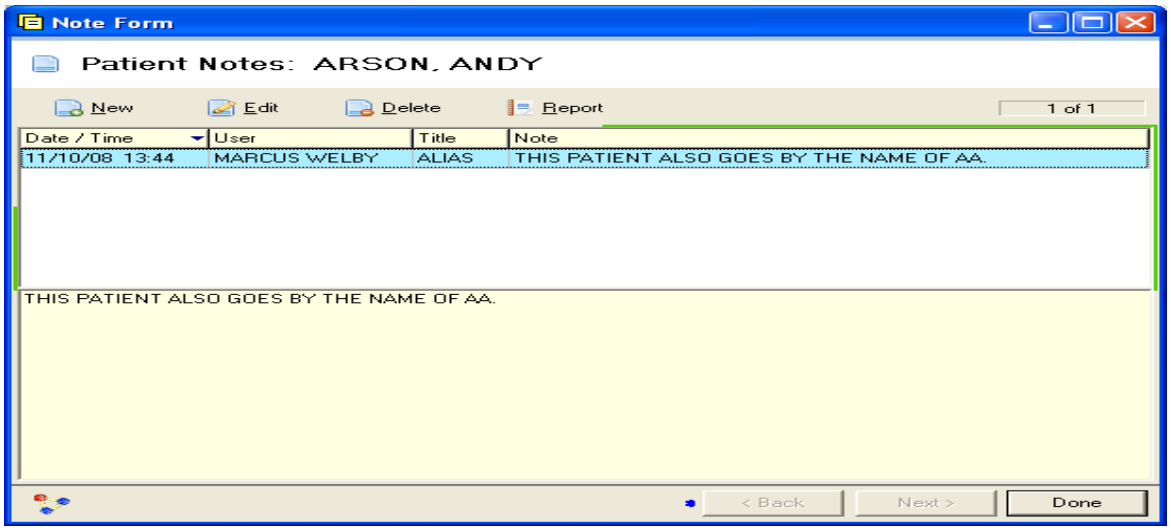
The user interface (UI) is designed to have the look and feel of a Windows based application. This aids in overall ease of use and shortens training time. The main order entry screen for the system is shown below. The system will provide the prescription history for each patient; status, drug, fill number, doctor, last fill, quantity and Sig.



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Displayed in a tree format and divided into four main categories: Orders, Reports, Maintenance and Housekeeping. The facility is connected directly to the patient profile. As the user enters orders, the system checks the patient profile for known drug allergies and the Med-i-span database for drug interactions. The system also checks against the drug formulary. Patient notes can also be entered by selecting the patient notes button next to the patient name.



Patient allergies can be checked by simply clicking the green icon to the right of the patient's date of birth. The main refill order entry screen allows Rx numbers to be typed or scanned, using a Correct Rx provided scanner, into the Rx number field. The user is told which prescription numbers are ready for refill and which are unable to be refilled.

Reasons for the refill not to be processed include refill too soon and prescription expired and are shown in the lower right hand corner of the screen. This allows for reducing the back and forth between the facility and pharmacy in dealing with refills that are unable to be processed. This improves overall quality and reduces errors.

Patient Medication Profiles: Drug Interaction and Monitoring System

Correct Rx utilizes correctional specific software. This software maintains a patient database which includes the patient name or alias, patient ID number and allergies. Additionally, it requires a pharmacist review of all patient orders prior to filling and dispensing medication from our pharmacy.

Specifically, our software necessitates review of potential drug interactions and contraindications. Each order review captures the electronic signature of the pharmacist whom examined the order and our system does not allow for dispensing of medications without a review of the order by our pharmacists.

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Correct Rx provides licensed pharmacists who are experienced in correctional medicine and mental health services to screen all prescription orders for accuracy, completeness and formulary compliance prior to dispensing. A Correct Rx Pharmacist understands that the dynamics and the acuity level of the correctional population are more complex than those served in the community. All prescriptions dispensed by Correct Rx are checked a total of three times by a registered pharmacist. This triple checking system, along with our advanced automated bar code technology and aggressive QA program, results in a low error rate. The final check is an additional Quality Assurance step to ensure that the drug, strength and quantity match the information on the label before being dispensed.

Clarification of Orders

It is the policy of Correct Rx to notify the prescriber of problems associated with the medication order, including significant potential drug-to-drug interaction, inappropriate strength, route of administration, scheduling or noted medication allergy. The prescription computer flags the medication as interacting inappropriately with the new order. The pharmacist reviews the interaction, determines its authenticity, and determines whether or not it is a medically justifiable interaction, which warrants a hold. If a hold is warranted, the pharmacist calls the facility and speaks with the nurse on the unit to notify personnel that a hold has been placed on the new order.

The pharmacist informs the nurse of the reason and contacts the physician. When an order is held, no medication is sent until the pharmacist and the physician resolve the problem. Once the physician orders the appropriate medication the medication will be sent. These procedures will also be followed for drug allergies. The facility should alert the pharmacy immediately of known drug allergies by completing the allergy section on the physician order form. If patient has no allergies, then use the abbreviation “NKA”.

Correct Rx Preferred eMAR Solution

Our software provider is Kalos, Inc. They offer the preeminent correctional pharmacy software system with over 35 years of experience. Kalos directly contracts with eight (8) State systems and DHS/ICE. Highlights of their system include Inventory Control, Web Based (hosted by Correct Rx), Tablet and PC compatible with offline functionality. Their eMAR, which is named sMARt shows what was ordered and what was sent, highlighting any differences. Clients are able to deploy multiple formularies across individual facilities and requests refills directly from the eMAR during med pass. This unified system was designed specifically to for ICE and meets all Federal security requirements.

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sMART an Electronic Medication Administration System

Correct Rx has direct experience with sMART an Electronic Medication Administration System developed by Kalos. This option is readily available to CMGC as outlined in the Pricing section. sMART is an electronic medication administration system developed specifically for correctional institutions with a built in interface compatible with most offender management systems. This system is an extension of CIPS and uses its electronic order entry platform to generate orders in sMART.

sMART capabilities

- High security and protection for patient information.
- Easy to use and implement in combination with CIPS Remote Order Entry
- Setup multiple med-passes by unit, wing, room and bed is made easy through an interface with many different offender management systems.
- Provides easy to read list of patients with number of medications, PRNs and Procedures like Blood Pressure, Finger Sticks or pulse.
- Uses barcode technology to identify patients and their medication blister cards to ensure the 5 rights of medication administration.
- Large assortment of reporting functions: Medcall List, Missed Dose Report, Refusals, KOP orders Due, Exceptions, Orders to be pulled, Pass Scans, and Patient Bar Codes
- Ability to Manage Self Medication Program
- Print paper copy of MAR when necessary or for patient's medical record.
- Compatible with tablet devices that use touch screen technology.
- Medication administration work flow tool: provides visual tracking of how many med administrations are due and how many are left.
- Displays patient image when loaded into sMART database.
- Order Verification process for added medication safety
- Ease of use with verbal order functionality for nurse protocol medications like OTCs.

HIPAA Compliance

Correct Rx is committed to preserving the privacy and confidentiality of our patients and their health information. Correct Rx conduct's all of its business in compliance with all applicable federal, state and local statutes, regulations, rules and policies, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

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In addition to the standards and of practice and procedure within the pharmacy as it relates to patient healthcare and record keeping that are HIPAA compliant Correct Rx utilizes a correctional pharmacy software package that has monitored the Health Insurance Portability and Accountability Act (HIPAA) since it was signed into law on August 21, 1996. The combination of Correct Rx's internal procedures along with Kalos provides assurance that confidential patient information is secure.

16. Supplier shall provide on-site quarterly inspections by a registered Pharmacist at no additional charge upon request by the County.

Quarterly On-Site Inspections

Correct Rx will conduct quarterly on-site inspections which shall be standardized and include aspects of pharmacy from the point of prescription order handling, through dispensing, administration/distribution, through the act of documentation. The pharmacist will inspect all areas where the medications are stored and maintained at Williamson County. The inspection shall cover other aspects of pharmaceutical management such as storage conditions, security, disposal practice, return of unused medications, and documentation of inventory management for stock medications, psychotropic medications and controlled substances. Security aspects such as double-locking are also included as well as a survey of the physical plant to include light, temperature control, moisture, and refrigerator use. The inspecting pharmacist produces a report from each inspection and suggests correction action plan for any areas found problematic. Correct Rx shall provide timely follow up and problem resolution on any issues within its area of responsibility.

Correct Rx Credentialed Pharmacist Review

Correct Rx utilizes a unique model to provide on-site visits to eliminate barriers to success. The visits are performed by fully credentialed pharmacists who are knowledgeable regarding the safe, reliable and cost effective utilization of medications in correctional healthcare. Our licensed clinical pharmacists are full-time employees of Correct Rx and have completed post-graduate residencies in pharmaceutical care and hold Certification in Correctional Health Care (CCHP). This requirement ensures Williamson County that our pharmacists are knowledgeable of the industry and regulatory standards and provides credibility with the multidisciplinary team onsite.

Correct Rx provides consistency with the individual pharmacists used to perform the quarterly audits because we believe it is essential for our pharmacists to establish professional relationships with custody, management, Williamson County specific healthcare team. The personal attention and face to face interaction that our clients receive yield better outcomes because the relationship makes it easier to communicate expectations, discuss issues, and resolve problems.

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The Correct Rx on-site visits are designed to provide valuable insight into the operations at the facility level. Correct Rx's inspections of medication storage areas, inventory records, and administration processes are required by all states as an integral and routine practice to ensure quality, safety, and compliance with state and federal laws. Correct Rx has consistently provided this service to our clients.

Correct Rx's inspections of medication storage areas, inventory records, and administration processes are required by all States as an integral and routine practice to ensure quality, safety, and compliance with State and Federal laws. Correct Rx has consistently provided this service to our clients. Correct Rx is familiar with standards on medication handling and administration established by the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), and the Joint Commission (JC). The goal is to establish, maintain, and even exceed standards in between accreditations - not just to prepare for them. Even the best maintained organizations are faced with the continual challenge of training replacement staff or staying informed of new changes in standards of practice. Our pharmacists are able to identify deficiencies and provide recommendations or specific training to address issues that threaten quality and safety of medication use.

Comprehensive Audit Tool

Correct Rx utilizes an audit tool that we developed specifically to adhere to NCCHC, ACA, JC, DOJ and local requirements from respective State Boards of Pharmacies. The use of this tool standardizes the condition of the medication rooms for the facility. The inspection audit tool addresses Medication Storage, Controlled Substances, Emergency Medication Box, Medications and Labels, and Medication Administration and Orders.

By working collaboratively and cooperatively with administration, the respective healthcare teams and key nursing staff, Correct Rx provides clear and consistent feedback regarding regulatory compliance and meeting performance standards. Correct Rx identifies deficiencies and provides recommendations or specific training to address issues that threaten quality and safety of medication use.

Our reporting format provides immediate feedback at the specific site level, a summative narrative component that facilitates administrative monitoring and a CQI component that tracks the progress of corrective action as needed.

This multi-level approach provides a valuable resource for Williamson County and the respective healthcare teams to ensure patient safety, employee accountability, institutional security and regulatory compliance. The following items are inspected by the licensed pharmacist when conducting a review of the medication rooms:

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General Requirements:

- Licensing;
- Maintenance of Administrative Procedure (e.g., Location of the Formulary, Location of OTC Commissary List, Poison Control Information, and Drug Information References).

Medication Storage:

- Whether the medication room and carts are locked and that the locks are working properly;
- Appropriate personnel have access to the keys;
- Cleanliness of storage areas;
- Externals are separated from internals, and in turn, separated from medical supplies;
- Refrigerator is at the appropriate temperature and temperature logs are kept;
- Multiple Dose Vials are properly labeled when opened, stored and discarded in the appropriate time frame.

Controlled Substances:

- Counts are accurate and are being conducted according to standards;
- DEA Required Biennial Controlled Substance Inventory;
- Storage under double lock and key.

Emergency Medication Box:

- List of Contents are posted;
- Box is sealed;
- Documentation of monthly emergency medication checks.

Medication and Labels:

- Medications are properly labeled;
- No discontinued, expired, or deteriorated medications on hand;
- Medications are disposed of properly;
- Medications are returned to the pharmacy properly.

Medication Administration and Orders:

- Medication Orders are signed and dated;
- Stop Orders are adhered to;
- PRNs and refusals are properly documented;
- Personnel administer medications have signed and initialed the MAR.

Review of Findings, Summary Report, and Follow-up

The inspection reports will be discussed with the Director of Nursing or designee on site at the facility at the conclusion of every audit. Additionally, a narrative summary will be shared with Williamson County and healthcare teams to ensure issues are

resolved. This level of transparency provides the key healthcare managers with accountability designed to ensure regulatory compliance.

Additionally, Correct Rx is aware that quality improvement plans must be continuously assessed to ensure that audit findings are addressed and corrected in a timely manner. Our audit tool requires documentation that previous findings and recommendations have been attended to which is shared with Williamson County in the summary report.

Meaningful Quarterly P&T Meeting

In addition to the quarterly inspection, Correct Rx shall participate in a quarterly Pharmacy and Therapeutics Committee meeting to include review of the formulary and non-formulary usage, provider prescribing practices, drug utilization review, educational information, drug costs and other relevant topics to pharmacy operations. Williamson County's Medical Director shall determine the composition of the committee and approve the reports for the committee. The committee will be multidisciplinary in its membership.

Correct Rx's clinical department is known for its innovative clinical initiatives presented at the quarterly on-site P&T Meetings. The goals of high functioning P&T meetings are always to achieve improved patient care while complying with accreditation standards and assisting with maintaining a budget. Correct Rx has experience in chairing and actively participating in P&T meetings that result in improvement of policy and procedures, utilization alterations based on trend analyses and retrospective utilization review, and forecasted expenditures over the fiscal year.

Each P&T meeting provides an opportunity to support each site's providers and administrative staff in their efforts to contain medication costs and achieve their budgetary goals. During the P&T meetings our clinical pharmacist will review the quarterly statistics including but not limited to the following areas:

- Overall medication costs;
- Nonformulary medication use by cost and quantity;
- HIV and Hepatitis C associated costs;
- Psychotropic costs;
- Per Client Per Month;
- Drug costs by disease state;
- Top 50 Medication Use;
- Practice Guideline Review;
- Recommendations for cost-effective and quality enhanced medication use policy.

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Correct Rx is dedicated to supporting and increasing Williamson County's oversight of medication utilization at the site level. The P&T will be instrumental in fostering a strong partnership between clinical pharmacy initiatives and Williamson County's healthcare agenda and in developing policies and procedures regarding medication administration, ordering and storage.

Dr. Seo and Dr. Barnes both fully credentialed clinical pharmacists with years of correctional pharmacy experience are prepared to act as fully engaged members or Chairpersons for the P&T Committee.

Correct Rx recognizes the P&T Committee as the primary formal link that establishes communications between the health care practitioners, the pharmacy, and Williamson County as it relates to the use of medications in the healthcare system. Correct Rx will provide utilization reports to the Committee which will allow all to assess the use of medication in certain disease states, the uses of medication by provider, the use of formulary and non-formulary drugs and specified drug costs.

The Committee will also be responsible for maintaining the drug formulary and making recommendations to Williamson County for changes. Indeed, all matters pertaining to the use of medications within Williamson County, including pharmacy programs, should be reviewed and approved through the committee. Cost saving formulary management recommendations will be provided to ensure cost-effective prescribing.

Correct Rx will not only produce the data but will provide Williamson County an action plan that includes therapeutic recommendations based on primary literature and community standards. Correct Rx systematically reviews relevant disease states and provide clinical practice guidelines that are tailored to the specific correctional healthcare system. We provide detailed data regarding how these disease states are treated within Williamson County's system and then apply clinical practice guidelines. This process ensures that Williamson County provides a high standard of care with cost-effective medications.

The P&T committee will also serve as an excellent vehicle to provide relevant pharmaceutical updates. This collaborative and well informed approach will make a difference in the quality of care and overall cost to Williamson County's healthcare budget.

Subject Matter Experts

In addition, Correct Rx will provide guest lecturers as appropriate to assist the P&T Committee in obtaining updated pharmaceutical information, information on the availability of new drugs and in evaluating available evidence regarding the relative safety, efficacy, and effectiveness of prescription drugs within a class or classes of

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prescription drugs. The P&T Committee will make recommendations to Williamson County for deliberation in updating its formulary.

Cost Controls

Correct Rx's clinical pharmacy department understands the fiscal challenges of providing healthcare in correctional facilities. Our clinical pharmacists not only review medication cost and utilization trends during quarterly P&T meetings, we develop actionable plans to contain costs. Correct Rx's clinical department incorporates the latest managed care tools to facilitate responsible prescribing and cost containment which include: preferred drug list enforcement, nonformulary approval program, stock lists, quantity limits and retrospective drug utilization reviews.

Examples of Healthcare Quality Improvement and Cost Containment Initiative

P&T Initiative	Process	Result
Compliance with new FDA guide to minimize risk of statin related adverse drug events	Identification and analysis of patients prescribed the FDA contraindicated combination of statins with gemfibrozil and calcium channel blocker	Discontinuation of unnecessary medication saving on dispensing fee. Prevention of adverse medication event saving on overall healthcare expenditure
Decrease hypoglycemic events and improve diabetes control	Detailed analysis of insulin use to promote cost effective prescribing and dose optimization	Improve formulary compliance Decrease stretcher calls and sick calls related to hypoglycemic events Cost savings on emergency room visits
Optimize HIV regimen	Identify patients who are at risk for significant drug interactions with HIV Regimen. Educate prescribers and nursing staff.	Prevention of adverse drug event. Prevention of subtherapeutic HIV regimen.

Correct Rx's clinical pharmacists have been instrumental in controlling medications associated with high cost treatments like psychotropic, HIV, anticoagulation, dialysis, and Hepatitis C treatment. We also provide updated clinical pathways for the treatment of mental illnesses.

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Medication Utilization Management

Correct Rx will build a partnership with Williamson County to provide comprehensive and prospective medication utilization management through our operational efficiencies and clinical pharmacists. The dispensing pharmacy staff closely monitors dispensed quantities and fill dates. In addition, Correct Rx offers customizable package sizes to eliminate unnecessary medications at the facility. A clinical pharmacist will be assigned to monitor and review medication use and educate prescribers on safe, cost-effective prescribing. A more detailed discussion of medication utilization management is provided in the description of our clinical programs.

Drug Utilization Reports

During P&T Committee meetings, Correct Rx provides an analysis of medication utilization data. Correct Rx breaks the information down into formulary costs, nonformulary costs, HIV medications costs, Hepatitis C medication costs, and psychotropic medication costs.

The analysis also presents performance indicators such as cost per patient and number of orders per patient. Medication expenditures are analyzed by chronic disease states such as asthma, hypertension and diabetes. The pharmacists track and trend the utilization data in order to identify changes in prescribing pattern or the patient population.

The P&T Committee meeting is a forum established and tailored to provide reduced medication costs and meet the need for continual monitoring of medication use, application of pharmacoeconomic principles, to develop a sound formulary, management of drug costs, and knowledge regarding standards of care. A Correct Rx consultant pharmacist will schedule a visit prior to each P&T Committee Meeting to assure that inspection reports can be shared at the meeting, issues can be discussed, and any necessary administrative can be actions taken.

17. Award of Proposal, if any, will be made to the responsive or responsible Pharmaceutical Supplier submitting the overall best proposal, with 40% of the evaluation weight on having the lowest cost consisting of the current average wholesale price (AWP) minus percent (%) discount plus a dispensing fee (if applicable). Alternative pricing models may be considered. The publication used to determine average wholesale price should be provided by each proposer.

Award of Proposal - Weighting

Correct Rx acknowledges and understands.

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18. Proposers overall mark-up prices shall include cost of shipping and delivery of the pharmaceutical item to the designated delivery point and shall not include Federal or State of Texas sales, excise, and use taxes.

Overall Mark-up Prices

Correct Rx acknowledges and will comply.

19. Proposer shall provide three (3) price list copies plus one original with their proposal.

Price List

Correct Rx acknowledges and will comply. We have submitted electronically per the terms of the Bid Specifications.

20. The preferred order method for new prescriptions and refills shall be online, however, orders placed by fax or phone shall be accepted. Additionally, emergency "stat" ordering shall be done by phone.

Ordering Medications

Correct Rx receives and fills orders 24 hours a day, 7 days a week, and 365 days a year, we are officially open from 6:00 a.m. to 8:00 p.m. ET Monday through Friday; 8:00 a.m. to 5:00 p.m. ET Saturday, and 9:00 a.m. to 5:00 p.m. ET Sunday. We are open beyond our business hours and have employees in the pharmacy and office before and after the posted times. A Correct Rx pharmacist can be reached at all times, 24 hours a day, 7 days per week. Also we provide each facility with the designated on-call pharmacist's cell phone for immediate access.

In this contract, the preferred method for new prescriptions and refills shall be online through our ePrescribing system. However, Correct Rx provides our clients with the following options: (1) Fax and Fill; (2) verbal orders; (3) emergency "stat" ordering; and (3) through Interface with comprehensive electronic health record.

Correct Rx utilizes multiple phone and fax lines in order to prevent unnecessary busy signals or time delays. This will provide a higher level of service and accountability. Additionally, as a pharmacist owned and operated business the owners of Correct Rx are always available by telephone. We pride ourselves on our customer service.

See our response to Question 15 for a detailed explanation of Correct Rx's electronic ordering system.

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Backup Ordering System: Fax Machine

Correct Rx will supply an industrial strength high quality fax machine for the transmission of new and refill medication orders if necessary. Correct Rx will be responsible for any necessary maintenance and supplies for the fax machine. The fax machine will also be used to communicate information between the pharmacy and the medical units. Correct Rx will make sure as part of our start up process that each fax machine is programmed with Correct Rx's toll free fax and phone numbers prior to the start of the contract.

High Speed Fax Server & Electronic Imaging of All Orders

Upon receipt at Correct Rx, our fax server will automatically transmit a verification receipt that the fax has been received. This verification will be sent to the transmitting fax machine. Correct Rx will contact the sender only if there is an exception, missing page, duplicate page, or unreadable text. Correct Rx has the capacity to accommodate all faxed orders transmitted by the facility healthcare staff to be filled by Correct Rx. Received orders are routed directly to specified electronic folders making the overall process faster and more robust. An electronic image of all orders will be stored on the system's hard drive. This allows for the easy retrieval of orders previously sent.

See our response to Question 23 for a detailed explanation of emergency stat orders.

21. Delivery of all items supplied under this contract shall be made FOB destination. The proposer shall provide next day delivery for all items ordered by 4:00 PM the previous day. Deliveries shall be made Monday through Saturday. Orders received by vendor on Saturday shall be delivered on Monday.

Medication Delivery

Correct Rx's strategic Linthicum location is less than five miles from the Baltimore/ Washington International Thurgood Marshall Airport. Given our relationship with UPS, the volume of business we provide them, and the fact that we are so close to the airport, Correct Rx is afforded a later pick-up time from this nationally reputable carriers. All new and refill orders transmitted to Correct Rx by the designated cut off times will be delivered the next business day within 24 hours excluding holidays.

This combined with our extensive correctional experience will provide Williamson County with front door service. Deliveries will be made directly to the designated area identified by security. The facility will receive deliveries up to six days a week. Correct Rx has agreements in place with UPS to ensure they provide the most dependable service to Georgetown, Texas. Also, Correct Rx's shipping department

is able to track all overnight packages online with both carriers. Our delivery statistics show successful deliveries exceed 98.5% and we are instantly notified if there is a potential delivery problem.

Same Cut off Time for both New and Refill Orders. Extended Cut off time for Emergency Needs, reducing the need to use Emergency Backup.

It is important to note that Correct Rx does not have a different cut off time or delivery schedule for refills! All new and refill orders transmitted to Correct Rx before 4:00pm ET **Monday through Friday**, will be delivered the next day within 24 hours excluding holidays. All prescriptions transmitted to Correct Rx before 12 noon on **Saturday**, will be delivered on Monday. While we cannot extend the cutoff time for a high volume of orders, if a facility calls after the cutoff time and requests to have a few high acuity orders filled, we are often able to oblige as the delivery truck may not leave Correct Rx until 8 or 9 p.m. Monday through Friday. This added benefit ensures continuity of care and no lapses in medication therapy. In addition, this next day service will reduce the volume of returns and the need for excessive interim emergency medications.

22. Supplier will be required to maintain all records for five (5) years. These records shall be the property of the county.

Maintenance of Records

Correct Rx acknowledges and will comply with this requirement.

23. The proposer's representative must be available to respond to all calls from the using county agencies to assist in filling emergency orders, resolving complaints and problems regarding orders and deliveries and the return of goods.

Customer Service Triage Plan

"Consultation Services" involve getting answers to your questions and being given assistance in resolving a problem or concern. Being responsive to our customers' concerns is part of doing things the "Correct Way." We have added this information here to assure Williamson County that we understand the importance of providing the range of "consultation" services and are prepared to answer your questions and address your concerns. Capsules come in many colors, but Correct Rx knows the issue of customer service is black and white. The "Correct Way" means front door service. The following processes are in place to ensure that all concerns are handled properly:

- **Operational Calls:** Whether the call is concerning an order, locating a shipment or simply a question concerning pharmacy procedures, it will be handled immediately. The receptionist/technician will triage the call or problem to your facility specific technician, an experienced pharmacist

or if needed to the Program Management Team Leaders: John R. Nattans and or Vice President of Operations, Joe DeMino, PD.

- ✓ Every phone call is personally answered by a qualified Correct Rx associate. You will not end up in an automated voice mail system unable to reach a real human being.
- ✓ Once the call is answered, our staff is trained to listen carefully and then triage the call to the appropriate Correct Rx Associate.

- **Clinical Questions:** Therapeutic inquiries are referred to one of our doctoral trained pharmacists or directly to Dr. Hui Seo, Chief Clinical Officer. Whether the question is about the formulary or regarding a complex medication regimen, the answers are thoroughly researched and are always based on sound medicine. Our clinical department is staffed by fully credentialed clinical pharmacists who are PharmDs and have completed at least one year of post-doctoral training.

- **Billing Questions:** Questions concerning invoices are triaged to the accounting department. Our billing specialists actively work to resolve any questions. Correct Rx has identified Maria Swartz, Staff Accountant, as the financial liaison for the Williamson County contract. Maria has specific correctional pharmacy accounting and billing experience. Ms. Swartz's efforts are supported by our Controller, Mr. Don Bossle and the Chief Financial Officer, Ms. Gabrielle Melka.

- **Immediately Available:** When you contact Correct Rx we are immediately available. Everyone from your facility specific technician, to the Clinical Program Liaison, to any one of the owners is ready to meet and address any issues. Our reputation for follow through and integrity is well known.

- **Program Management:** Correct Rx has assigned John Nattans, MC, and Dr. Hui Seo, to act as the liaison between pharmacy operation's Vice President, Joe DeMino and Williamson County. Mr. Nattans and Dr. Seo along with Mr. DeMino will work to ensure that Correct Rx not only meets, but exceeds your expectations. We are proud of our reputation for working successfully on multidisciplinary healthcare teams in corrections. Williamson County will find that Correct Rx delivers exactly what we promise.

- **Facility Specific Technicians:** Correct Rx will dedicate specific pharmacy technicians to this contract. In this manner, when a health

professional has a question about an order, an experienced technician familiar with your institution will respond.

- **Audit Results:** The results of the medication room audit will be reviewed with the appropriate members of the facility healthcare staff. A copy of the written report will be provided to all designated personnel. Recommendations and Corrective Action will be documented and followed for compliance.

  Our reporting format provides immediate feedback at the specific site level, a summative narrative component that facilitates administrative monitoring and a CQI component that tracks the progress of corrective action as needed. This multi-level approach provides a valuable tool to ensure patient safety, employee accountability, institutional security and regulatory compliance.

- **In-Service and Training**: Education and training of the staff are key components of a quality assurance program. Correct Rx provides expert trainers that help our staff use their resources to the fullest potential. Associates are encouraged to take time to learn and explore new ideas that they can bring back to the group discussions. Correct Rx believes that the outcome of education is a better product and service. If it is accurate, then it is Correct.

- **Clinical Expertise 24/7:** Correct Rx will provide an on call consultant pharmacist twenty four (24) hours a day, seven (7) days per week. After normal business hours, a pharmacist can be reached at all times via cellular telephone.

- **Quality Assurance:** Correct Rx has an extremely active QA program that incorporates all aspects of our operation. Each member of our team has embraced the Correct Way and understands the importance of consistent accuracy.

- **Accuracy:** Correct Rx monitors all discrepancy reports and calculates our discrepancy rate every month. This information will be shared with Williamson County but more importantly alerts Joe DeMino, Vice President of Operations of any significant trends.

- **Problem Resolution:** If any concern is unresolved or your facility staff is not satisfied with the resolution, the problem will be triaged to Ellen Yankellow, PharmD - President and Chief Executive Officer of Correct Rx.

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- **Something Extra:** You can always expect something extra from Correct Rx. Whether it's producing an accurate report, preparing or resending an order, or taking a call after business hours, we're happy to assist you.

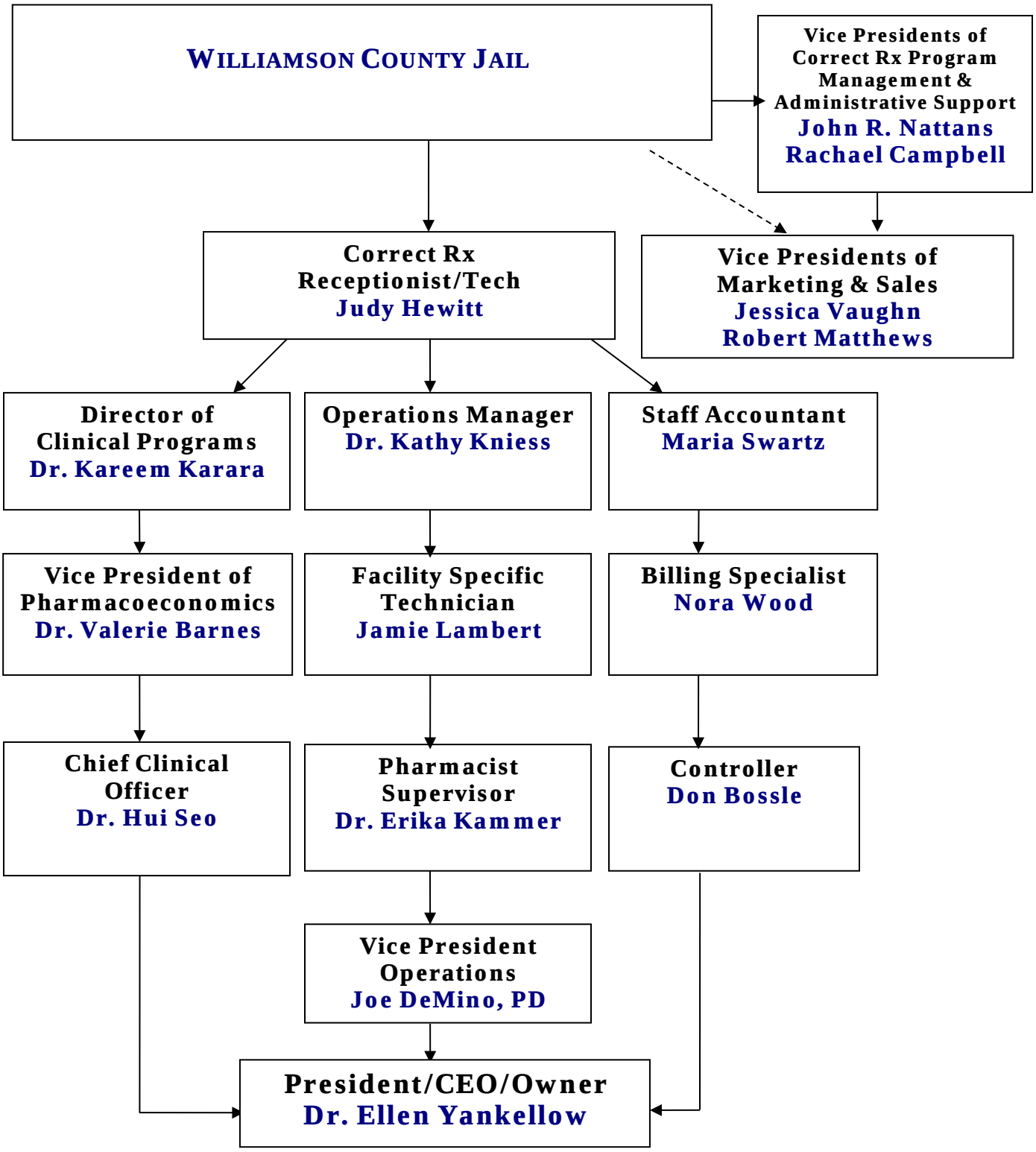
  The chart provided on the next page provides a graphic representation of how our Customer Service Triage System works. Please note: The Triage Flow Chart does not replace the organizational chart.

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CUSTOMER SERVICE TRIAGE CHART



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Emergency Telephone Consultation coverage 24/7 365 days a year!

Correct Rx will provide an on call consultant pharmacist twenty four (24) hours a day, seven (7) days per week. After normal business hours (Monday through Friday: 6:00a.m. - 8:00p.m., Saturday 8:00a.m. - 5:00pm., and Sunday 9:00a.m. – 4:00p.m.), a pharmacist can be reached at all times. Clinical recommendations to nursing and prescriber staff regarding therapeutic alternatives are provided.

All of our on call pharmacists are able to access the patient's profile from home and are knowledgeable concerning each facility's needs and resources. They will have the local back up pharmacy information for Williamson County. Finally, each facility will have the personal cell numbers for our Operation's Manager, Kathy Kniess, PharmD and our Vice President of Operations, Joe DeMino, PD.

Web Based Drug Information Program: *Ask a Correct Rx Pharmacist*

In addition to consulting with our pharmacy, Correct Rx is dedicated to front door service and also offers an internet based service called "Ask a Correct Rx Pharmacist." The website is another avenue through which all members of the health care team can request clinical information.

Providers are able to request clinical medication information by utilizing our website. Questions can include drug monographs, therapeutic economic comparisons, or patient specific disease state management issues involving medication therapy. Users should receive a response either through email, fax, tele-video conferencing, or direct telephone consultation. Responses are formulated by clinically trained pharmacists and are returned in a timely manner; within 24 to 48 hours. Just click the "Ask a Question" button, fill in the blanks and you have an answer to your question within 24 hours.

Emergency Back Up Pharmacy Services

Correct Rx has contracted, through a choice of two Pharmacy Benefits Managers, with an extensive nationwide network of local pharmacies to provide emergency or stat needs at a highly competitive rate. Williamson County will be given a group number and access code. Correct Rx along with our PBMs and will research which back up pharmacies are the most convenient and have the best hours of operation. The facility is not restricted to just one backup emergency pharmacy.

Emergency Back-up Process

Correct Rx has developed and easy to use, simple step by step customized process that allows the facility to access the local pharmacy without needing to call Correct Rx first. Instructions on this process of ordering medications are covered during

implementation training with the medical staff. The procedures are also posted in the medical unit as part of our contract implementation plan and our staff is available 24 hours a day by telephone to provide assistance with accessing the back-up pharmacy if any help is needed.

Our goal is to provide solutions for your facility that are easy and efficient thus allowing for better access to care. Our clinical pharmacists provide direct assistance and oversight for the use of back-up pharmacy services. Our network of local pharmacies is able to assist with processing medication orders when there is an urgent need. However, if Williamson County would like to send us the emergent orders and have us call them in to the back-up pharmacy, we are equipped to do that as well.

The exact details of how to access the emergency pharmacy along with the approved procedures will be reviewed with the medical staff and posted in the medical unit during the on-site implementation plan. We are confident that this national network, which includes every chain and independent pharmacy, will more than meet the needs of Williamson County and will allow for STAT delivery of medication.

The emergency order is filled by the backup pharmacy of their choice and invoiced directly to Correct Rx. If delivery is required this will also be arranged by Correct Rx in coordination with Williamson County and invoiced directly to Correct Rx.

24. The proposer shall provide a local telephone number or a toll free number from Georgetown, Texas for the placement of calls against this contract and shall provide the name, title, and telephone number of a representative who can be contacted and available to provide around-the-clock, 24-hour, 7-days a week, customer service. Telephone numbers provided for this purpose shall not be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing emergencies and problems.

i. Name _____
ii. Phone Number_____ _____
iii. Emergency Order Phone Number_____
iv. Fax Number_____

Correct Rx Contact for the Placement of Calls against this Contract

Correct Rx acknowledges and will comply.

i. Name: Joseph DeMino, PD, Vice President of Operations (or on-call designee)
ii. Phone Number: 1-800-636-0501

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iii. Emergency Order Phone Number: (410) 417-7294
iv. Fax Number: 1-800-636-9752

25. All orders will be placed through the issuance of a purchase order. The purchase order number must be referenced on all invoices submitted to Williamson County.

Purchase Order

Correct Rx acknowledges and will comply.

26. Williamson County would prefer to have a vendor with substantial experience working in correctional facilities. Please provide your firm's years of experience in a correction's environment.

Corporate History and Background

Correct Rx was established as a Maryland corporation in 2003 and have been providing correctional pharmacy services for the past 14 years. We are a full service pharmacy available 24 hours a day, seven days a week, providing accurate and timely dispensing and delivery, with personalized billing services, while infusing clinical pharmacy throughout the entire company.

Correct Rx is the national leader in institutional and clinical pharmacy filling between 15,000 and 18,000 prescriptions daily (Maryland Pharmacy Permit No: PWO234 / Distributor Permit No: D01558). Headquartered in Maryland; we are strategically located next to BWI airport to service facilities in all time zones. Correct Rx provides services for over 110,000 offenders in more than 250 correctional facilities in the United States. We provide services for both adults and juveniles in all types of public and private facilities. Correct Rx serves County, State and Federal (US Marshal, ICE, Bureau of Prisons, Bureau of Indian Affairs) inmates. We have contracts directly with State and County clients as well as subcontractor agreements with nationally recognized institutional healthcare companies and private prison companies.

Texas Experience

Correct Rx is licensed in all 50 states and currently provides correctional pharmacy services in 30 states and Washington D.C. More importantly, Correct Rx has a great history of servicing facilities in Texas and we are the current pharmacy provider for these Texas facilities: Big Spring, Central Texas Detention Center, Correctional Center, Brooks County Detention, Coastal Bend Detention Center, East Hidalgo Detention Center, Ector County Correctional, Fannin County, Galveston County Jail, Grayson County, Joe Corley Detention Facility, Karnes County Correctional Center, Kinney County, Liberty County, Midland County, Randall County, Reagan

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County, Reeves County Detention Complex (R3), Rio Grande Detention Center, Val Verde Correctional Facility and Winkler County.

We provide our clients cost savings through operational excellence and cutting edge clinical programs.

CorrectRx
PHARMACY SERVICES

PRICE SHEET

Correct Rx PHARMACY SERVICES

Price Proposal

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Correct Rx is pleased to present this comprehensive Cost Proposal to Williamson County. We understand the specific requirements of this RFP and have developed our response while carefully considering all of the costs that are necessary to provide the best solution to Williamson County.

Better Outcomes and Lower Cost

Correct Rx has built our company on the foundation of providing better outcomes and lower overall healthcare costs for our clients. Our only focus is achieving optimal healthcare results for the clients that we serve – *the best possible medical outcomes while reducing overall healthcare costs.*

Medication Costs

Government agencies are facing tremendous budgetary pressure given the current economic climate. State budgets have been especially hard hit with lower tax revenues and decreased federal funding. Yet constitutional rights, regulatory bodies and our own sense of dignity and ethics require that we continue to provide the same level (if not better) of comprehensive healthcare services for the patients we serve. This is true all across our country and it creates tremendous budgetary pressure for state and local government agencies.

These difficult economic times certainly call for operational efficiency and strict program management, but to really make a difference there is a need for innovation, breakthroughs and game changers. By far the biggest cost contributor to the pharmacy services contract is the amount spent on drugs each month. And this cost is variable.

Which pharmacy vendor has the best plan to control this variable drug spend?

How to Determine the Best Value

In determining the Best Overall Value you have to consider four contributing factors to your variable drug spend: (1) Price per Pill; (2) Actual Pills Dispensed (3) the Quantity of Pills dispensed and (4) Patient Outcomes.

Clinical Pharmacy Approach equals Undeniable Value
This is a Game Changer

Institutional pharmacy vendors are buying medications at relatively the same cost; therefore, Correct Rx has devised a comprehensive pharmacy services program that is designed to be a “Game Changer”. We have focused solely on providing innovative services that control your pharmaceutical expenditures and reduce your overall healthcare spend.

This is accomplished through operational efficiency, strict program management and through, most importantly, leading edge clinical programs designed to achieve better patient outcomes. Better patient outcomes lead to healthier patients, which ultimately leads to lower costs.

Not Comparable to Buying a Fixed Commodity

The traditional approach of treating pharmacy as a commodity and attempting to cut costs by decreasing the price per pill and associated service fees, ultimately results in an increase in drug spending and a decrease in the quality of healthcare because this unwittingly cuts the clinical services and program management that actually proves to control the overall drug spend and jeopardizes the quality of care. Not to mention that poor healthcare services result in lawsuits, loss of clients, and regulatory investigations (e.g., DOJ, ACLU).

We know that the selection committee will place the proper consideration on the impact of each of the pharmacy services, including but not limited to: cost of drug, operational controls and efficiencies, formulary management/utilization review, quality assurance initiatives, I.T. offerings and Clinical Programs. Beyond the “price per pill” comparisons, the overall value of pharmacy services must factor in the following two variables:

- Selection and Quantity of Medications Dispensed each month
- The impact of Clinical Pharmacy Initiatives on reducing the overall costs of patient care

Throughout our RFP response we have attempted to articulate how we plan to address the specific needs of Williamson County by offering solutions that will have a measurable financial impact:

- Superior Contract Performance
- Operational Expertise
- Leading Edge Clinical Pharmacy Services
- Transparent Pharmacy Costs

Superior Contract Performance

Correct Rx has extensive experience in jails of your size and we believe contract management is an essential component of delivering a cost effective pharmacy service. We always set a goal of 100% compliance with the terms of the RFP and resultant contract**.** This is a deliberate and sound business practice. We all know it costs more to fix a problem than to do it right the first time. It is with great pride that we can attest that Correct Rx has never faced a liquidated damage or been found out of contractual compliance.

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Our approach focuses on fully understanding the requirements of the contract and then providing services that not only meet the standards, but exceed your expectations. Our reputation for doing what we promise is well documented and verifiable through all of our clients. Williamson County will be the recipient of this dependable program management and excellent work ethic. What we promise will in-fact continue to be a reality. Each facet of the Correct Rx program is monitored and adjusted as needed to address Williamson County's requirements. We hold ourselves to high standards and believe that the Williamson County deserves this level of integrity.

Operational Expertise

Correct Rx believes it is our years of correctional experience coupled with our attention to detail that have allowed us to successfully transition correctional systems large and small. Our clients have been the beneficiary of this organized, experienced approach.

Correct Rx will provide to Williamson County:

- **Routine Extended & Same Cut off times for New & Refill Orders**

  Correct Rx offers the same cut off time for new, refill and OTC prescriptions. This value added benefit reduces the frequency of use of the backup pharmacy network and facilitates continuity of care while reducing unnecessary expenditures. All existing, new and refill orders transmitted to Correct Rx by 4:00p.m. ET Monday thru Friday and 12:00p.m. ET on Saturday will be delivered the next business day.

- **Consistent and Dependable Delivery**

  Correct Rx is identified with operational excellence including a reputation for accurate and timely dispensing of medication orders. Correct Rx's status as one of the leading correctional pharmacies in the industry was earned by consistently meeting the daily needs of the facilities we service. Correct Rx's lean management strategy allows for customization and flexibility when it comes to operations and that sets us apart from our competition.

- **Customized Quantities and Reduced Returns**

  The quantity dispensed is adjusted to meet the needs of each facility. Correct Rx will make recommendations in concert with the Medical Director and the selected Medical Vendor regarding quantity dispensed based on our vast experience. For example, many of the high cost psychotropic medications that are not KOP can be dispensed one card at a time. There is no need to automatically send in a 30 day supply of watch take medications or PRN's.

The medical staff administering these medications will clearly be able to identify when the medication supply is low and a new card is needed. In addition, intake facilities and infirmaries are good examples of units that do not need a routine 30 day supply of medications. Correct Rx's willingness to adapt the quantity based on drug and facility type will be a big cost saver both on the dispensing side and corresponding returns.

Leading Edge Clinical Pharmacy Services

Correct Rx was founded on the principal that by providing leading edge clinical services and initiatives we would be able to improve our client's success in providing healthcare to the offenders under their custody. Innovation for the purpose of improving our client's results is the reason behind our investment in innovative clinical programs. Correct Rx maintains the opinion that improved outcomes means healthier patients, fewer complications and reduced overall costs to Williamson County.

The value of clinical pharmacy services is widely accepted in many healthcare systems and well documented in the medical literature. Correct Rx has invested heavily in the development of our clinical pharmacists, programs and initiatives in the correctional environment as we believe it is the real Game Changer.

Our clinical pharmacy services have been maturing over the past 14 years and are now providing outcome data that is validating real dollar value in the correctional healthcare setting. In our model the clinical pharmacists are active participants on the healthcare team. The pharmacy is not simply dispensing and delivering medications, but is intimately involved in collaborating with our medical and mental health partners.

Transparent Pharmacy Costs

Correct Rx believes in giving you the information you need to understand and manage your pharmacy costs. Our invoices show each patient, each prescription and each fill along with the description, quantity and cost. This can be easily compared to the delivery sheet to ensure that only what was received was billed. We also offer the same level of detail for returns and back-up pharmacy.

Correct Rx's Financial Stability

Correct Rx's healthy balance sheet and robust client list speak volumes. Correct Rx has been in business for 14 years. In that period of time Correct Rx has grown to a multi-million dollar corporation with no debt and sufficient resources to service any client. More importantly, all of this was accomplished without any funding from venture capitalists or outside funding. Correct Rx was immediately successful and profitable due to our years of correctional experience and the stellar reputation of the owners. We deliver exactly what we promise and our client list has grown exponentially as a result of our hard work, integrity and knowledge of the specific requirements of correctional facilities.

Price Proposal

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Detailed Budget

1. Brand and Single Source Products

Correct Rx has completed the Price Sheet using the net price and the units of measure as defined in the RFP. The pricing is based on Average Wholesale Price **(AWP) minus 21% (Twenty One Percent) with NO dispensing fee** but not less than our actual acquisition cost.

2. Generic Products

Correct Rx has completed the Price Sheet using the net price and the units of measure as defined in the RFP. The pricing is based on Average Wholesale Price **(AWP) minus 93% (Ninety Three Percent) with NO dispensing fee** but not less than our actual acquisition cost.

2. OTC Products

Correct Rx has completed the Price Sheet using the net price and the units of measure as defined in the RFP. The pricing is based on Average Wholesale Price **(AWP) with no discount.**

Annual Rate Changes – No Increase Year Over Year

Correct Rx is proposing that we will retain the same pricing calculation for the base period as well as the first and second option years. This will ensure that the Williamson County is receiving consistent savings throughout the life of the contract.

Price Sheet Unit Prices

Correct Rx has completed the price sheet in Bidsync as required. We have entered the unit cost for each listed medication. For pills we have listed the net price per tablet or capsule. For non-solid medications we have listed the net price per ML or gram, as appropriate.

No Hidden Charges!!

Our price proposal includes all of these comprehensive services with no hidden costs:

- Same cut-off time for new and refill orders
- No charge for delivery
- No charge for med carts
- No charge for fax machines
- No charge for formulary development and maintenance
- No charge for non-formulary management

- No charge for Web Based Bar Code Check-In System
- No charge for Correct Rx Order Entry System
- No charge for quarterly medication room audits and P&T Meeting
- No charge for Monthly Utilization Reports
- No charge for Dashboard Report
- No charge for Customized In-service Training and Educational Programs
- No charge for Web Based Drug Information Program: *Ask a Correct Rx Pharmacist*.
- No charge for New Enhanced Video Training Tools

Return and Credit Policy

Correct Rx, in accordance with State and Federal Law, will provide a method for the return and credit of medication from Williamson County. Correct Rx recognizes the challenges of managing the economic and operational burden associated with storage of unused or overstocked medications. Correct Rx will assist Williamson County in realizing the economic benefit of returning medications by outlining standard procedures for the return of medication. Credit will be given for medications returned by Williamson County when the following criteria have been met:

- The prescription medication did not leave the control of the registered professional nurse or licensed practical nurse responsible for the security, handling, and administration of that prescription drug and that the prescription drug did not come into the physical possession of the individual for whom it was prescribed.

- The labeling and packaging of the prescription drug are accurate, have not been altered, defaced, or tampered with, and include the identity, strength, expiration date, and lot number of the prescription drug.

- The prescription medication was dispensed in unit dose packaging or original manufacturer's packaging.

- The prescription medication is not:
  - A controlled substance
  - Expired
  - Damaged
  - Deteriorated
  - Contaminated, adulterated, or improperly stored

All returned medications will be documented at the facility. The medications will be returned to Correct Rx at our expense. The medications will then be electronically scanned at the pharmacy for documentation, accountability and for purposes of providing credit.

Credit will be given on a monthly basis for all medications including half tabs and for full and partial cards that meet this criteria, comply with State and Federal regulations, have a value of at least $2.00 and which have more than 90 days remaining before their expiration date.

Credit will be issued in accordance with these regulations at Correct Rx's cost of the medication. **No charge will be assessed for re-stocking.** Note: DEA controlled medications cannot be returned to the pharmacy provider. Controlled substances shall be destroyed per State regulations and facility policies.

Emergency Back-Up Pharmacy

Comprehensive Network of Local Backup Pharmacies

In the event that there is a need to use back-up pharmacy services from a community pharmacy, Correct Rx partners with a Pharmacy Benefits Manager providing the Williamson County facility with easy access to a nationwide network of pharmacies (independents and chains). The claim is submitted electronically by the backup pharmacy and the bill is forwarded to Correct Rx for payment. The formulary and authorized quantity to be dispensed by the emergency backup pharmacies will be determined by Williamson County along with Correct Rx. Correct Rx provides training for all staff on-site on "when" and "how" to use these services. Also, a group number is assigned to each facility, which eliminates the need for a credit card, cash, etc. to be used for payment.

Correct Rx will then pass through these costs to Williamson County on our monthly invoice.

Conclusion

Correct Rx is offering a comprehensive pharmacy service that is not only designed to meet the individual needs of Williamson County, but is to provide a real "Game Changing" solution that produces undeniable value. Correct Rx understands that it is not the Price per Pill or the administrative fee that drives the costs for any system. The primary focus of our offering is to provide you with a holistic pharmaceutical services program that reduces your pharmaceutical expenditure and overall healthcare spend. We have outcome data that proves this statement. We know that this is accomplished through, operational efficiency, strict program management and most importantly through innovative clinical programs that achieve better patient outcomes. Better patient outcomes lead to healthier patients, which ultimately leads to lower costs and provides the Best Overall Pharmacy Program and "UNDENIABLE VALUE".

This is the "Correct Way!"

CorrectRx
PHARMACY SERVICES

SAMPLE CONTRACT

AGREEMENT TO PROVIDE PHARMACEUTICAL SERVICES

This agreement, by and between the Sample County on behalf of the Sample County Sheriff's Office (hereinafter _____) and Correct Rx Pharmacy Services, Inc. a Maryland corporation (hereinafter "Correct Rx").

STATEMENT OF WORK

Presently _____ is providing health care services to detainees at the Sample County Jail, (hereinafter referred to as "Facility"). As part of its contract responsibilities, _____ is responsible to provide medications to detainees at the Facility (hereinafter "Medications"). _____ wishes to utilize the services of Correct Rx and, correspondingly, Correct Rx wishes to provide such services to _____.

Now, therefore, _____ and Correct Rx do hereby agree as follows:

1. _____'s Utilization of Correct Rx Services

   For the term of this Agreement, _____ will, when available, make best efforts to utilize the services of Correct Rx for the providing of Medications at the Facility.

2. Term of this Agreement

   The term of this Agreement will commence on _____ with an option to renew for _____ (____) additional one-year periods.

3. Scope of Work

   Throughout the term of this Agreement, Correct Rx agrees to provide the following services at the Facility:

   - Fill and Deliver Prescription. Correct Rx will fill all Medications daily, Monday through Saturday. All orders transmitted to Correct Rx Monday through Saturday will be filled and delivered to the Facility in accordance with a mutually agreeable schedule. Facility agree to cooperate with Correct Rx regarding ordering schedule.

   - Holidays. Correct Rx will be closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day. Correct Rx will provide written notice to the Facility in advance of any changes in the schedule for ordering or delivery due to holidays.

- Emergency Service. Correct Rx will provide emergency medications that cannot be received through the normal delivery process from a contracted local emergency back-up pharmacy.

- Dispensing System. Correct Rx will dispense most medications utilizing a "blister card" medication packaging system.

- Medication Quantities. Correct Rx shall dispense oral tablets and capsule medications in quantities requested by the Facility depending on the frequency of the dosing and the needs of the Facility. OTCs can be ordered by Facility directly from an OTC wholesaler or in bulk from Correct Rx.

- Controlled Substances. Correct Rx agrees to provide all prescribed controlled substances in blister cards in compliance with applicable State and Federal regulations.

- Intravenous Fluids. Correct Rx will provide all requested intravenous solutions and related administration sets using the Add-vantage packaging system where available.

- Drug Box. Correct Rx shall maintain a drug box located at the Facility. Items in each drug box will be determined in consultation with _____'s Health Services Administrator and the Medical Director.

- Generic Medications. Correct Rx shall dispense all Medications generically unless there is no generic substitute. All generic medications will be A or AB rated by the FDA.

- Meetings & Inspections. Correct Rx shall participate in quarterly Pharmacy and Therapeutics Committee meetings with the _____ medical staff. Correct Rx shall provide a licensed consultant pharmacist to conduct quarterly inspections of all institutional areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, security, storage and a periodic review of medication records. Site inspections of the Facility will be performed at no additional charge to the Facility or _____.

- Barcode System & Equipment. Correct Rx will institute the barcode scanning system at the Facility to view shipments, check in orders electronically and run reports at no additional charge to _____.

- Dashboard Reporting System. Correct Rx will provide _____ access to our proprietary web based program that will act as a nerve center where quantitative and qualitative information is readily available online, accessible 24 hours a day 7 days a week.

4. Liability Insurance

At all times during the term of this Agreement, Correct Rx shall maintain professional liability insurance coverage of, at a minimum, $1,000,000 per occurrence and $4,000,000 aggregate. In addition, Correct Rx shall name _____ as additional insured and provide a certificate of insurance evidencing such insurance coverage.

5. Pricing

a. Cost of Medications: For the services to be provided as documented in paragraph 3 supra, Correct Rx shall be paid as follows for all medications:

Pricing to be determined

b. Returns/Credits: Correct Rx will arrange for the pickup and return of all unused or discontinued medication. Correct Rx will allow 100% credit at Correct Rx's cost for return of full and partial cards of separately charged, unused solid medications with a value greater than $2.00. No re-stocking fee will be charged to _____.

All medications must be returned in the original container in which they were issued and have a minimum of 90 days shelf life remaining. Correct Rx agrees to abide by all Board of Pharmacy requests regarding return medications, and applicable laws of _____.

Controlled substances, specialty drugs, biologicals, and medications for which efficacy requires un-breached original manufacturers packaging upon opening are not eligible for credit.

c. Payment Terms: All invoices are due Net Thirty Days. A late fee of 0.05% per month will be applied to all past due balances.

6. Representation and Warranties.

a. Correct Rx Representations and Warranties.

1) Correct Rx represents and warrants that it is currently in compliance with all State, Federal and local pharmaceutical licensing requirements and that this licensing compliance shall continue in full force and effect during the term of this Agreement.

2) Correct Rx further represents and warrants that its dispensing of medications shall be in compliance at all times with governing State, Federal and Local pharmaceutical laws and regulations.

3) Correct Rx further represents and warrants that Ellen H. Yankellow has the necessary authority to enter into this Agreement on behalf of Correct Rx.

b. _____ Representations and Warranties

_____ represents and warrants that its duly authorized representative signing this Agreement has the necessary authority to enter into this Agreement on behalf of _____.

7. Notices

All notices or other writings required under this agreement shall be deemed to have been made when sent by certified mail to the following address or to such other address as the parties may designate in writing:

Correct Rx:

Correct Rx Pharmacy Services, Inc.
Attn: Ellen Yankellow, PharmD, President/CEO
1352 Charwood Road, Suite C
Hanover, Maryland 21076

Sample County:

8. Representatives

Correct Rx hereby designates Joseph A. DeMino, PD, Vice President of Operations, to be available to service the Agreement and resolve any problems which relate thereto. Similarly, Sample County designates _____ as its local contact. Either party may change the designated representatives at any time upon notification to the other party.

9. Termination

This Agreement may be terminated, with cause, by either party, upon ninety (90) days prior written notice. Termination must be made via certified mail to the addresses listed in Section 7 above. This notice shall describe with sufficient detail the nature of the default. The defaulting party receiving such notice shall have thirty (30) days from the receipt of such notice to cure the default(s). The party alleging the material breach will cooperate fully with the other party's efforts to cure the material breach during the cure period. If after the thirty (30) day period it is determined that the default(s) has not been cured then the contract can be terminated thirty (30) days after notification of failure to cure.

10. Correct Rx as Independent Contractor.

The parties acknowledge that Correct Rx is providing the services contemplated hereunder as an independent contractor and is neither an agent, employee, partner or joint venturer of, or with _____.

11. Indemnification

Correct Rx covenants and agrees that it will indemnify and hold harmless _____ and all of _____'s officers, agents, or employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Correct Rx or any of its agents, representatives or employees, during the performance of this Agreement, whether direct or indirect, and to any person or property to which _____ or said parties may be subject, except that neither Correct Rx nor any of its agents, representatives or employees will be liable under this section for damages arising out of injury or damage to any person or property directly caused or resulting from the sole negligence of _____ or any of its officers, agents or employees.

12. Amendment to Agreement

No amendment to this Agreement shall be valid or enforceable unless in writing and executed by duly authorized representatives of both parties.

13. Third Party Beneficiaries

The parties agree that they have not entered into this Agreement for the benefit of any third person or persons and it is their express intention that the Agreement is for their respective benefits only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

14. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any cause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions hereunder.

15. Captions

The captions appearing in the paragraphs in this Agreement are for convenience only. They are not a part of this Agreement and do not, in any way, limit or amplify the terms and provisions hereunder. In addition, in the event any provision of this Agreement is deemed ambiguous, such provision shall not be construed against Correct Rx for the reason that Correct Rx was primarily

responsible for the drafting of this Agreement, since both parties hereby assume equal responsibility for the drafting of this Agreement.

16. Counterparts

This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

17. Governed Law

The laws of the State of Maryland govern this Agreement and any disputes that arise here from shall be determined exclusively within the Maryland courts. Each party consents to the Maryland courts' jurisdiction over it and designates, if necessary, the Maryland Secretary of State to accept service on its behalf.

IN WITNESS WHEREOF, the parties have executed the Agreement effective as of that commencement date documented in paragraph 2 supra.

Sample County	**Correct Rx Pharmacy Services, Inc.**
By:_____	By:_____ Ellen H. Yankellow, PharmD President & CEO
Date: _____	Date: _____


We'll Prove
IT TO YOU.
See for yourself.
CorrectRx
PHARMACY SERVICES
Correct Rx Pharmacy Services, Inc. | 1352 Charwood Road, Suite C | Hanover, MD 21076
p: 800.636.0501 | w: www.correctrxpharmacy.com | e: info@correctrxpharmacy.com

TEXAS STATE BOARD OF PHARMACY

This certifies that the pharmacy named below is hereby licensed to operate as a Class **ES** pharmacy.

License No. **22682** Expiration Date: **6/30/2019**

Balances: **0**

CORRECT RX PHARMACY SERVICES
1352 CHARWOOD RD STE C
HANOVER MD 21076

Gay Dodson, R.Ph.
Executive Director/Secretary

MUST BE DISPLAYED IN FULL PUBLIC VIEW

TEXAS DEPARTMENT OF STATE HEALTH SERVICES
REGULATORY LICENSING UNIT

CORRECT RX PHARMACY SERVICES INC

1352 CHARWOOD RD STE C
HANOVER, MD 21076

Pursuant to Health and Safety Code Chapter 431 (Food, Drug, Device, and Cosmetic Act) and Title 25 of the Texas Administrative Code, and in reliance on statements and representations made by licensee, the licensee shall be subject to all applicable rules, regulations and orders of the Texas Department of State Health Services now or hereafter in effect. The above licensee is authorized to engage in the following activities:

OUT OF STATE WHOLESALE DISTRIBUTOR OF PRESCRIPTION DRUGS

License # 1001156
Expires: January 31, 2019

NON-TRANSFERABLE

Commissioner

508912

Supplier: **Correct Rx Pharmacy Services, Inc.**

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to its representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Supplier: **Correct Rx Pharmacy Services, Inc.**

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: **The GEO Group, Inc.**

Location: **Coastal Bend Detention Center, 4909 FM 2826, Robstown, Texas 78380**

Contact Name: **George "Butch" Head**

Title: **Senior Warden**

Phone: **(361) 767-3400**

E-mail **bhead@geogroup.com**

Contract Date To:	Contract Date From:	Contract Value: $
5/2003	**Present**	**9,000,000**

Scope of Work:

On May 27th, 2003, Correct Rx began service to The GEO Group's entire United States account. This transition included 20 facilities serving over 21,000 inmates in 11 states. This is a very complex group of facilities from 200 bed juvenile units to 2,900 bed FBOP facilities. These sites mimic many of the same demographics and medical service requirements of the Williamson County Jail. Included are urban jail facilities with large intake centers, skilled infirmaries, dialysis units and special housing units. All of the medical units are nationally accredited either through ACA, NCCHC or JC.

The key to the success of the GEO project was our attention to detail and absolute knowledge of the correctional industry. Correct Rx has an experienced management team of owners and operators that is not new to pharmacy or to the industry. Our reputation for hard work and getting the job done right the first time has been consistently documented over the years time after time.

Reference 2

Client Name: **Galveston County Sheriff's Office 77551**

Location: **Galveston County Jail, 5700 Avenue H, Galveston, Texas**

Contact Name: **Kathy White**

Title: **Health Services Administrator**

Phone: **(409)-763-7578**

E-mail **kwhite@boonchapman.com**

Contract Date To:	Contract Date From:	Contract Value: $
10/2013	**Present**	**800,000**

Scope of Work:

Correct Rx's clinical pharmacy team has overseen and administered the non-formulary approval program in collaboration with the Galveston County Jail medical staff over the past four years. Over one year, Correct Rx decreased drug spending in non-formularies by 35%. Correct Rx also helped to significantly decrease HIV spending. After a thorough analysis of HIV spending, Correct Rx's clinical team provided cost-savings recommendations, which yielded a 28% reduction in HIV spending in one year (greater than $69,000).

In addition to partnering with Galveston County Jail to reduce healthcare spends, Correct Rx has been an instrumental partner in other capacities. Technology changes can be a massive undertaking for a facility. Correct Rx played a key role in helping this facility smoothly transition to their new EHR system. Additionally, a Correct Rx clinical pharmacist provided on-site assistance with a Texas State jail audit.

Reference 3

Client Name:	Location:
Northwestern Regional Adult Detention Center	**141 Fort Collier Road, Winchester, VA 22603**

Contact Name:	Title:
Captain Allen Barr	**Division Commander, Support Services**

Phone:	E-mail
(540) 535-3800 ext. 2208	**abarr@fcva.us**

Contract Date To:	Contract Date From:	Contract Value: $
8/2015	**Present**	**400,000**

Scope of Work:

Northwestern Regional Adult Detention Center is an 843 bed, regional jail in Winchester Virginia, servicing the counties of Clarke, Fauquier, Frederick and the City of Winchester.

Correct Rx Pharmacy Services was awarded the contract to provide comprehensive pharmacy services starting August 1, 2015. Correct Rx was chosen because of their responsiveness to the RFP and high level of integrity demonstrated. Northwestern Regional Adult Detention Center realized immediate cost savings, saving almost 40% during the first quarter of transition from their previous pharmacy vendor. Correct Rx's Clinical Pharmacists were proactive to help this regional jail achieve those savings by evaluating their current medication utilization and looking for ways to save money while maintaining the best clinical care and outcomes for the inmates. During a recent site visit, the Correct Rx team was complimented for their proactive approach to cost savings and consistent communication with both medical and command staff.

Correct Rx's Clinical Team was on-site on day one of the contract to provide transitional services. Jill Molofsky, one of the Correct Rx owners, was a major asset to the Northwestern Regional Adult Detention Center during the initial transition. Jill brings over 30 years of institutional pharmacy experience and helped to reorganize the medication room to optimize their efficacy.

Supplier: **Correct Rx Pharmacy Services, Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.** **Correct Rx Pharmacy Services, Inc. Ellen H. Yankellow, President & CEO**	
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.** **NO AFFILIATION TO REPORT**	
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.** **NO AFFILIATION TO REPORT**	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.** **(Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **NO AFFILIATION TO REPORT** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **NO AFFILIATION TO REPORT**
7	

	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Correct Rx Pharmacy Services, Inc.**

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	**Correct Rx Pharmacy Services, Inc.**
Address of Respondent:	**1352 Charwood Road, Suite C, Hanover, Maryland 21076**
Email:	**eyankellow@correctrxpharmacy.com**
Telephone:	**(800) 636-0501 ext. 248**
Printed Name of Person Submitting Affidavit:	**Ellen H. Yankellow**
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☑	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of **correctrx**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Correct Rx Pharmacy Services, Inc.**

PRICE SHEET

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please provide AWP Plus/Minus % Discount in blanks provided below and complete the 2 pages of Drug Brand/Generic price sheets with Per/Capsule-Pill pricing.

Proposer shall provide current Average Wholesale Price (AWP) minus a percentage (%) discount plus a dispensing fee (if applicable).

BRAND NAME MEDICATIONS

Minus Percent (%) Discount 21.00

Dispensing Fee (if applicable) 0.00

GENERIC MEDICATIONS

Minus Percent (%) Discount 93.00

Dispensing Fee (if applicable) 0.00

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
VALPROIC ACID 250MG CAP		**.0556**
HYDROXYZINE PAM 50MG CAP		**.0155**
BUPROPION 100MG TAB		**0.672**
LITHIUM CARB 300MG CAP		**.0112**
QUETIAPINE 100MG TAB		**.4800**
LACTULOSE 10GM/15 SOL		**.0038**
ANTI-DANDRUF 1%		**.0218**
HYDROCERIN LOT		**.0093**
GERI-MOX SUS		**.0050**
DIPHENHYDRAMINE 25MG CAP		**.0582**
SUDOGEST 60MG TAB		**.0579**
DIPHENHYDRAMINE 50MG CAP		**.0582**
AMOXICILLIN 500MG CAP		**.0266**
QUETIAPINE 300MG TAB		**1.1874**
NAPROXEN 500MG TAB		**.0835**
AMITRIPTYLINE 25MG TAB		**0.253**
TRAMADOL 50MG TAB		**.0039**
METFORMIN 500MG TAB		**.0040**
HYDROXYZ PAMOATE 25MG CAP		**.0144**
POLYETH GLYC 3350 NF POW		**.0003**
QUETIAPINE 200MG TAB		**1.1874**
LISINOPRIL 10MG TAB		**.0018**
VENLAFAXINE 75MG TAB		**.0302**
HCTZ 25MG TAB		**.0056**
BENZTROPINE 1MG TAB		**.0272**
METFORMIN 1000MG TAB		**.0066**
CITALOPRAM 20MG TAB		**.1694**
BENAZEPRIL 10MG TAB		**.0736**
TRAZODONE 100MG TAB		**.0425**
SMZ/TMP DS 800-160 TAB		**.0765**
POLYETH GLYC 3350 NF POW		**.0003**
BUPROPION 75MG TAB		**.0504**
TRAZODONE 50MG TAB		**.0290**
AMLODIPINE 10MG TAB		**.1663**

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
QUETIAPINE 300MG TAB		**1.1874**
ATRIPLA TAB	**80.5243**	
QUETIAPINE 100MG TAB		**.48**
TRUVADA TAB	**49.5367**	
LANTUS 100/ML INJ	**23.559**	
QUETIAPINE 200MG TAB		**.9056**
DULOXETINE 60MG CAP		**.0820**
REYATAZ 300MG CAP	**46.2390**	
OLANZAPINE 20MG TAB		**.6613**
COMPLERA TAB	**84.7123**	
OLANZAPINE 10MG TAB		**.3786**
QUETIAPINE 400MG TAB		**1.3954**
LATUDA 40MG TAB	**35.1803**	
BUPROPION 100MG TAB		**.0672**
DIVALPROEX 500MG ER TAB		**.2852**
ABILIFY 10MG TAB		**2.2400**
VALPROIC ACID 250MG CAP		**.0556**
ISENTRESS 400MG TAB	**21.9557**	
CYCLOPHOSPH 25MG TAB	**7.3960**	
INVEGA 9MG TAB		**2.2467**
OLANZAPINE 5MG TAB		**.1468**
LATUDA 20MG TAB	**35.1803**	
OLANZAPINE 15MG TAB		**.5306**
HUMULIN R U-100 U-100 INJ		**3.8000**
INVEGA 3MG TAB		**2.1370**
VENTOLIN HFA AER	**.2664**	
ABILIFY 5MG TAB		**2.2400**
NORVIR 100MG TAB	**8.1263**	
ADVAIR DISKUS 250/50 AER	**4.6157**	
PROMETHAZINE HCL 25MG SUPR		**1.2392**
EPINEPHRINE 0.3MG 2-PACK		**12.6000**
INVEGA 6MG TAB		**2.1370**
XIFAXAN 550MG TAB		**2.8012**
PERMETHRIN 5% CRM		**.1387**
PREZISTA 800MG TAB	**46.2880**	**correctrx**

Pharmacy Alternatives, LLC

Bid Contact **Doug Russell**
marion.akers@rescare.com
Ph 502-394-2100

Address **11401 Bluegrass Parkway**
LOUISVILLE, KY 40299

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
1708-185--01-01	Please attach all documents to this line	**Supplier Product Code:**	**First Offer -**	1 / each	**Y**	**Y**
				Supplier Total	$0.00	

Pharmacy Alternatives, LLC

Item: **Please attach all documents to this line**

Attachments

1708-185 Williamson County · Pharmacy Alternatives Proposal.pdf

A. TRANSMITTAL LETTER

Pharmacy Alternatives

September 11, 2017

Brenda Fuller
Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626

Dear Ms. Fuller:

Pharmacy Alternatives, LLC is pleased to submit our proposal to supply pharmaceutical service and supplies to the Williamson County Jail as outlined in solicitation 1708-185. As the President of Pharmacy Solutions and Integrated Care, I am authorized to enter into contract with Williamson County.

Pharmacy Alternatives provides pharmacy services to more than 2,700 clients across Texas who are in residential and group homes. We are a comprehensive, closed-door pharmacy with the clinical experience, state-of-the-art systems, and logistical expertise to deliver timely, efficient, top-quality pharmaceutical services to Williamson County.

Nationwide, Pharmacy Alternatives provides services in 24 states and the District of Columbia. Our licensed pharmacists and staff currently fill and distribute over 140,000 prescriptions per month. Our nationwide experience includes serving customers in juvenile detention facilities, long-term care facilities, residential youth facilities, group homes, and other congregate settings.

A. ***Name and address of individual or business entity submitting the Proposal***
Pharmacy Alternatives, LLC
11401 Bluegrass Parkway
Louisville, KY 40299

B. ***Respondent's type of business entity***
Limited Liability Company (LLC)

C. ***Place of incorporation or organization, if applicable.***
Incorporated in Kentucky

D. ***Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.***
Pharmacy Alternatives has core operational facilities in nine locations that provide services in 24 states and the District of Columbia (see following table).

Facility Location	Providing Comprehensive Services Throughout
Orange, CA	Arizona, California, Nevada, Utah, Washington
Valdosta, GA	Florida, Georgia
Elmhurst, IL	Illinois, Michigan, Minnesota

Facility Location	Providing Comprehensive Services Throughout
Lenexa, KS	Kansas, Missouri, (licensed in Colorado and Nebraska)
Louisville, KY	Indiana, Kentucky, Ohio, Tennessee
New Orleans, LA	Louisiana
★**Austin, TX**	Oklahoma, Texas
Christiansburg, VA	Maryland, New Jersey, North Carolina, Virginia, West Virginia, Washington D.C.
Rochester, NY	(currently in New York licensure process)

E. ***Name, physical address, email address, business and fax numbers of the Respondent's principal contact regarding all contractual matters relating to this RFP.***
Principal Contact: Paul Delomel, Director of Pharmacy
5810 Trade Center Drive, Building 1, Suite 400
Austin, TX 78744
paul.delomel@palrx.com
Phone: 512-383-9229
Fax: 866-370-4347

F. ***The Respondent's Federal Employer Identification Number.***
20-3612272

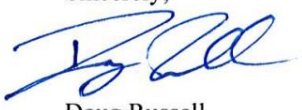
G. ***A commitment by the Respondent to provide the services required by the County.***
Pharmacy Alternatives commits to provide the services required by the County as defined in the proposal specifications.

H. ***A statement that the Proposal is valid for the time specified on page three (3), under the section named Prices Good for, of this Proposal packet. Any Proposal containing a term less than the required amount may, at the County's sole discretion, be rejected as non-responsive.***
I attest that Pharmacy Alternatives' proposal is valid for a minimum of 90 days after the deadline for receipt of proposals.

I. ***If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality, for more information.***
Pharmacy Alternatives' bid for pharmaceutical service and supplies will not have an effect on air quality for Williamson County.

We welcome the opportunity to discuss our commitment to provide best-in-class pharmacy services to Williamson County. Please contact our Director of Pharmacy, Paul Delomel, at (512) 383-9229 or at paul.delomel@palrx.com if you have any questions.

Sincerely,



Doug Russell
President, Pharmacy Solutions and Integrated Care

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C. EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended that the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent, are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

Pharmacy Alternatives, LLC is a comprehensive, closed-door pharmacy with the clinical experience, state-of-the-art systems, and logistical expertise to deliver timely, efficient, top-quality pharmaceutical services to Williamson County. Nationwide, our licensed pharmacists and staff currently fill and distribute over 140,000 prescriptions per month—over 1.4 million annually—to more than 16,000 individual consumers in long-term care facilities, youth detention centers, group homes, and other congregate settings.

Pharmacy Alternatives' Austin facility serves more than 2,700 individuals each month in residential facilities and group homes across Texas. We have been serving Texas consumers since 2006 and have the infrastructure, systems and processes, and distribution capabilities to serve Williamson County effectively. We serve large-scale customers providing pharmacy services to congregate settings, including as a subcontractor for our parent company, Res-Care, Inc., providing services and supports to individuals with intellectual and developmental disabilities in congregate care settings. As our references on the Proposal References form illustrate, Pharmacy Alternatives also delivers pharmaceutical services to juvenile justice facilities throughout the Commonwealth of Kentucky.

Williamson County can rely on Pharmacy Alternatives for medication procurement, distribution, and management services with absolute confidence for the following reasons:

- **Experience:** Our team has over 200 years of collective pharmacy experience, primarily in non-retail settings, with expert knowledge of pharmacy operations, reimbursements, and regulatory compliance. The top leaders who will be responsible for services to Williamson County are all Registered Pharmacists.

- **Technology:** We offer innovative pharmaceutical, billing, and medical records systems, including advanced automated packaging and labeling technology, with skilled oversight from licensed staff. For example, our specialized robotic dispensing and packaging technology makes it easy to package hundreds of blister packs per day while greatly reducing the chance of errors.
- **Service:** Our team is performance-driven, client-focused, and highly responsive; we will ensure that pharmaceutical services are integrated seamlessly into the service delivery systems of Williamson County. We also offer value-added services, such as education/training programs for non-licensed Williamson County staff.
- **Distribution:** Having a pharmacy in Austin means we can guarantee prompt delivery and support that exceeds the responsiveness and capabilities of any other provider. We also have a dedicated logistics staff and proven delivery capabilities; prescriptions are filled and delivered same-day or next day without fail using UPS and local couriers. Emergency prescription fulfillment is available 24/7.

EXPERIENCED STAFF

Our senior leaders and Austin team will manage prescription fulfillment, distribution, customer service, quality assurance, regulatory compliance, and contractual performance.

Douglas Russell, RPh

Douglas Russell is President of Pharmacy Solutions and Integrated Care with executive oversight responsibilities for all of the company's operations. Mr. Russell has more than 30 years of pharmaceutical experience, first as the owner of an independent pharmacy that provided services to congregate settings such as long-term care facilities and correctional institutions, then as the founder, in January 2006, of Pharmacy Alternatives. Mr. Russell holds a bachelor's degree in pharmacy from the University of Iowa. He is a Fellow of the American Society of Consultant Pharmacists.

Michael Varnado, PharmD

Michael Varnado joined Pharmacy Alternatives in 2012 as Director of Pharmacy for the company's Louisiana operation. In July 2014, he transitioned to his current role as Regional Director with oversight and support responsibility for pharmacy and business operations at each of the company's nine core facilities. Dr. Varnado has 10 years of pharmaceutical experience in both long-term care and retail settings. Dr. Varnado is a magna cum laude graduate of Xavier College of Pharmacy in New Orleans and a member of the American Pharmacists Association.

Paul Delomel

Paul Delomel heads our Austin-based facility, with responsibility for daily pharmacy operations, customer service, and quality assurance across Texas and Oklahoma. He has 39 years of pharmacy experience, including 28 years of management experience and eight years with Pharmacy Alternatives. Mr. Delomel is a graduate of the University of Texas College of Pharmacy and is licensed to practice pharmacy in Texas, Oklahoma, and Alaska.

As Director for our Texas operations, Mr. Delomel will be the day-to-day contact for Williamson County. Our Austin team has over 350 years of combined experience and fills 21,000 prescriptions each month on average. Mr. Delomel has responsibility for ensuring that he and his

team provide expert support in the following areas as part of our comprehensive service delivery:

- **Operations:** Best practices for closed-door pharmacy operations using Six-Sigma workflow
- **Regulatory Compliance:** Federal and state pharmacy rules, regulations, and pending legislation
- **Customer Service:** Full understanding of the customers we serve and our role in their pharmaceutical needs
- **Value Added:** Full commitment to exceeding goals to ensure our customers and consumer populations receive the performance outcomes and service they deserve and expect

SUPPLEMENTAL SERVICES

Education and Training

Pharmacy Alternatives staff will provide County Jail staff with in-service information and training necessary to ensure proper knowledge of our policies and procedures regarding administering and ordering medications, as well as our system for distributing medications.

Pharmacy Alternatives' expert staff can also provide access to additional value-added education and training resources at no cost to the County. County Jail personnel will have access to webinars, customized educational support, and live in-service training, as appropriate. Webinar topics include:

- Drugs of Abuse
- Alcohol and Drug Interactions
- Neurotransmitters: What Are They?
- How Do We Treat Seizures?
- What Is An Allergic Reaction To a Drug and How Do We Treat It?
- Skin Reactions To Drugs
- Catching Your Breath: Treatment of Asthma
- General First Aid
- Keeping Your Heart Healthy
- Common Drug and Food Interactions

Furthermore, Pharmacy Alternatives distributes a monthly newsletter that includes pharmacy best practices, new medications, staff training guidance, and relevant research.

Technology Solutions

Pharmacy Alternatives is an innovative leader using technology to increase medication management, adherence, and compliance to improve care and ensure quality outcomes. We leverage an Electronic Medication Administration Record system to improve efficiency in properly administering medications, and in tracking, documenting, and reporting medication administration. The most common errors include omitted doses, medications not taken as directed, taking the wrong medicine, and preparing the medicine incorrectly. The system will even flag situations where doctors have prescribed medications that should not be taken together. Our service offers pharmaceutical systems and packaging technology designed to reduce medication errors and increase adherence for populations under our care. As a result, we can

enhance consumer care, safety, and health outcomes, including increased physical function, alleviation of symptoms, reduction in behaviors, and improved quality of life.

Transition Planning

Pharmacy Alternatives recognizes that each of our customers is unique and that excellent customer service and a strong working relationship start well before the first prescription is filled. Since our company began in 2006, we have transitioned and integrated into our service delivery system a number of large agencies and facilities, many supporting hundreds of individuals. On average over the past few years, we have integrated a new large-scale customer each month. Our experience has enabled us to develop and offer leading expertise in transition and service integration, including dedicated staff resources and proven processes for onboarding new customers.

Our team will develop a detailed New Customer Integration Workplan, which documents and tracks the progress and completion of every deliverable associated with the transition. This includes contact information, site visits, internal and external processes, individual consumer information, prescription compliance, distribution requirements and logistics, billing information, equipment procurement and delivery, and any other contract-specific obligations.

More than just a pharmaceutical company, Pharmacy Alternatives blends passion for human services, outstanding clinical knowledge and expertise, and acumen in distribution, business management, and quality assurance in a way that truly sets us apart from other providers.

D. PROPOSAL RESPONSE TO CRITERIA

Please acknowledge and/or respond to each of the specifications listed below and expound your firm's abilities to meet or exceed these requirements.

1. *Proposer agrees and understands that the awarded proposer will be the principal source of supply for pharmaceuticals during the term of the contract. However, Williamson County reserves the right to purchase these products from other sources of supply in case of emergency or when the vendor is out of stock and it becomes necessary for Williamson County to support its immediate operational requirements.*

Pharmacy Alternatives, LLC agrees and understands that, if selected, we will be the principal source of supply for pharmaceuticals during the term of the contract. Pharmacy Alternatives acknowledges Williamson County's right to purchase these products from other sources of supply in case of emergency or when the vendor is out of stock and it becomes necessary for Williamson County to support its immediate operational requirements.

2. *All pharmaceuticals, chemicals, and drugs provided under this contract shall conform to the standards set by the Federal Food and Drug Administration and the latest editions of the US Pharmacopoeia, the National Formulary, or the American Medical Association's publication, New Drugs, where applicable, whether-or-not this is specially indicated in the specification or proposal. In cases of multi-source drug products, names of manufacturers must be listed in the current FDS of approved drug products with therapeutic equivalence evaluations publication.*

All pharmaceuticals, chemicals, and drugs provided by Pharmacy Alternatives under this contract will conform to the standards by the Federal Food and Drug Administration and the latest editions of the United States Pharmacopoeia, the National Formulary, or the American Medical Association's publication, New Drugs, where applicable. In cases of multi-source drug products, names of manufacturers will be listed in the current FDS of approved drug products with therapeutic equivalence evaluations publication.

3. *Supplier must hold approved New Drug Applications (NDA) or Abbreviated New Drug Application (ANDA) for all products.*

Pharmacy Alternatives holds or will hold approved New Drug Applications or Abbreviated New Drug Application for all products, per Texas Board of Pharmacy Rules and Regulations.

4. *Supplier must be a licensed Medicaid provider.*

Pharmacy Alternatives, LLC is a licensed Medicaid provider. We currently serve Medicaid consumers with high medical and behavioral needs in long-term care settings.

5. *Supplier must be an approved pharmacy by the Texas Department of Health/HIV program.*

Pharmacy Alternatives, LLC will complete the certification process to be an approved pharmacy by the Texas Department of Health/HIV program.

6. *All products must be packaged in a manner that will afford reasonable protection against moisture and contamination always.*
   a. Supplier shall utilize blister packs for dispensing of medications.
   b. Labels shall be affixed to the blister pack and the Medication Administration Record (MAR). Labels shall contain all the necessary information required by law as well as the inmate's housing unit and date of birth. ***A sample of the blister pack should be included.***

c. Supplier shall furnish Keep on Person (KOP) medications in approved containers and label them as such.
d. Supplier shall provide the County with a minimum of four (4) medication carts for the dispensing of medications at no additional cost to the County. These carts shall be furnished with locks and keys in order to prevent unauthorized access.
e. Supplier shall have ability to provide a stock-medication type inventory.
f. Protocols must be updated often to stay abreast of community standards.

Pharmacy Alternatives provides medications in blister pack cards for most customers. These cards typically have 31 or 62 bubbles per card. We can also customize our blister pack cards to accommodate a 7- to 30-day issue cycle. A photograph of our sample blister pack has been provided on page 33. This packaging makes it easier for Williamson County staff and consumers to identify the enclosed medication, which decreases the potential for medication dosing errors, increases drug recognition and patient compliance, and works effectively whether consumers self-administer their medications or jail staff administers the medications.

All prescription medication containers will be labeled with the following information: brand or generic name of medication; strength of medication; quantity; expiration date; consumer's name; directions for use; physician's name; date of dispensing; name, address, and phone number of pharmacy dispensing; prescription number; any applicable auxiliary labels; total number of containers (example: 1 of 2, 2 of 2); consumer's date of birth; and inmate housing unit. Each individual's blister pack/container has a prescription label affixed to the packaging with a scannable bar code, which can be peeled off and applied to the individual's MAR to expedite reorders. Our peel-off labeling and reordering system ensures that individuals will not run out of prescribed medications and that Williamson County staff will not need to write out reorders.

We will provide the County with a minimum of four medication carts to facilitate secure storage and distribution of medications by staff. We will provide training on all equipment during initial in-service for all identified staff.

Pharmacy Alternatives will furnish Keep on Person medications in approved containers and will label them as such. We will provide all medications in containers that are allowable under current state and federal laws. Medications cannot be transferred from one container to another.

Pharmacy Alternatives can make stock-medication type inventory available through medication lockers, such as the Pyxis MedStation™. We can also provide an emergency or stock drug kit as needed by the County. We utilize our Framework and ABC software systems to help our teams track pharmacy inventory on a daily and quarterly basis.

Our Policy and Procedure Manual conforms with the latest revisions of Conditions of Participation, Medicare and Medicaid Program; Texas Pharmacy Law, Rules, and Regulations; Federal OBRA regulations; National Commission on Correctional Health Care/American Correctional Association standards; and Accepted Long-Term Care Pharmacy Standards of Practice. We maintain policies and procedures at our corporate, state, and local levels to ensure we comply with the most stringent pharmacy practices. Our leadership team brings expert knowledge of local, state, and federal regulations. Our Quality and Legal departments also support local operations in complying with regulations and monitoring the ever-evolving regulatory landscape.

7. *Unless exceptions are made, such as for biological, all shipments of pharmaceutical products, which incur expiration dates, must have a minimum of one-year dating as of*

delivery.

A year expiration date is listed on every prescription packed and distributed by Pharmacy Alternatives. A registered pharmacist carefully reviews each order three times: upon receipt, after the medication is dispensed, and before shipment. Prior to shipping, the licensed pharmacist verifies accuracy and completeness by checking every order, including confirmation that expiration dates are not within one year of delivery for each medication.

8. *Items meeting the following criteria shall be exchangeable or creditable at the contracted price:*
   a. Trademarked items in original unopened package in accordance with the vendor's return goods policy. Vendor shall provide a copy of the return goods policy.
   b. Non-trademarked items in original unopened packages, in accordance with the vendor's return goods policy.
   c. Outdated biological products returned within one year after expiration date.
   d. Any product that arouses questionable physical properties or therapeutic activities. The County reserves the right to return such product to the vendor for credit or immediate replacement. Return of such products shall not require prior notification to the vendor, and shall be returned at the vendor's expense.

Pharmacy Alternatives will accept returns, exchange, and issue credits for any acceptable item that meets Texas State Board of Pharmacy requirements for returns. Medications that can be returned to the pharmacy for credit are returned in a timely manner, and documentation of the return is maintained for accurate medication reconciliation. A copy of our return goods policy can be found on page 35.

9. *The County reserves the right to submit samples of products of doubtful potency or composition to a competent independent laboratory for assay, and in such cases, the cost of such assay will be paid by the supplier if products are found to be below US Pharmacopoeia, National Formulary, or Federal Standards.*

Pharmacy Alternatives understands and accepts the County's right to submit samples of products of doubtful potency or composition to an independent laboratory for assay. Pharmacy Alternatives acknowledges that the cost of such assay will be our responsibility if products are found to be below U.S. Pharmacopoeia, National Formulary, or Federal Standards.

10. *Final inspection of all products and decision of acceptance or rejection will be made by the County. Final inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in nonconformance with specifications.*

Pharmacy Alternatives understands and accepts that final inspection of all products and decision of acceptance or rejection will be made by the County.

11. *The County shall be billed monthly. The bill procedures shall allow for separate billing for inmates that are identified as I.N.S. or U.S. Marshall inmates and that billing should go directly to the respective agency.*

Pharmacy Alternatives will ensure timely and accurate billing to Williamson County. The County will be billed on a monthly basis for all pharmaceuticals received during the period.

Pharmacy Alternatives has the capability to bill separately and directly for inmates who are identified as I.N.S. or U.S. Marshal inmates. Our highly responsive billing and medical records team will provide expert support to the County.

12. Separate itemized billing and credit invoices, on-line or computerized program for billing and credits, computerized inventory control in addition to online ordering must be provided and should be used for invoice reconciliation. In addition, the County Jail must be notified via email and/or fax prior to shipment of partial orders. The email or fax must list what item(s) and quantity(s) are not being shipped and when these item(s) will be available for shipment to complete the order.

Pharmacy Alternatives uses the Oracle system to manage billing and invoicing. We have the capacity to set up online billing, if desired by the County. Computerized inventory is managed by our Framework and ABC software systems, which allow our pharmacy staff to track pharmacy inventory on a daily and quarterly basis. Medications may be ordered via electronic prescriptions or by faxed prescriptions via our toll-free line. For electronic prescriptions, Pharmacy Alternatives utilizes an operating system called FrameworkLink, which is developed and supported by Softwriters. For faxed prescriptions, we utilize the paperless fax imaging system, DocuTrack, which can also accept electronic prescriptions from the majority of Electronic Health Records software systems. The County Jail will be notified via email and/or fax prior to the shipment of partial orders, to include a list of items and quantities not being shipped and a timeline for when those items will be available for shipment to complete the order.



Our robotic dispensing system.

13. Inventory should be controlled by scanning orders for delivery and return.

Pharmacy Alternatives uses specialized robotic dispensing and packaging technology. The package labeling includes a scannable bar code on top, so that we know exactly what medication is going in and coming out. We are also able to affix a prescription label to the packaging, which can be peeled off and applied to the individual's MAR to expedite reorders.

14. Supplier shall have the ability to generate the following reports:
i. Tracking use of medications by inmate, specific doctor, or specific medication
ii. Online invoicing
iii. Itemized incoming deliveries
iv. Online credits and online returns
v. Overall credit % per time period requested
vi. "Ad hoc" reports

Our operating systems enable regular and robust reporting to the County. The information and prescriptions we receive from the County will be entered into our Framework operating system. This system stores all information that we gather on an individual. At any designated time, we can run reports that consolidate desired data points and print them in the format of the County's choosing. We will generate monthly reports on all data points required by contract, including usage by inmate, physician, medication, and category of medication. We also have the capability to send reports summarizing credits and overall credit percentage for the requested time period at

any interval desired by the County.

Ad-hoc reports can also be generated on demand. Any categorized data can be prepared for a report, such as number of individuals on certain medications, laboratory orders, or those with a certain diagnosis. These can be prepared quickly and emailed or mailed to County authorized staff whenever requested. Additionally, our clinical pharmacists can prepare reports highlighting the use of psychotropic medications, such as number of individuals on antipsychotics, antidepressants, antianxiety medications, etc.

Pharmacy Alternatives sends invoices via fax, mail, or email. We have the capacity to set up online invoicing and billing, if desired by the County. We process credits via our Framework system and will send credit paperwork to the facility via email or other preferred method.

All of Pharmacy Alternatives' deliveries are accompanied by an itemized packing slip. We can also provide UPS/FedEx tracking numbers for notification of delivery.

15. *A computerized program interface linking the County Jail to the supplier must be available. Provide a detailed description of the interface including any software and/or hardware that is required. If software and/or hardware are required, state whether it will be provided by the supplier or must be provided by the County.*

FrameworkLink

FrameworkLink enables real-time communication between Pharmacy Alternatives and the facility by providing the ability to exchange secure, categorized messages and track order status. We can provide authorized key staff at the County with access to FrameworkLink, if desired. This portal provides staff with 24/7 access to up-to-the-minute medication regimens and consumer information. Not only can authorized staff see the full medication regimen, they can also execute key clinical reports to search for desired information, such as drug class-specific data and polypharmacy utilization. Staff can use a computer workstation or connect remotely via smartphone or tablet device to access the website. FrameworkLink is compatible with any computer or system type and would not require any additional hardware or software.



QuickMAR

Pharmacy Alternatives can also make available a value-added software system, QuickMAR, to our customers. QuickMAR is an electronic Medication Administration Records software system that provides a simple way to improve staff efficiency in properly administering medications, and in tracking, documenting, and reporting medication administration, thereby enhancing care, safety, and health outcomes. QuickMAR provides a touch-screen enabled interface that features the name and photograph of each individual, his/her prescribed medication regimen, and the time of day medications are due. A barcode scanner connected to the system enables staff to scan each prescribed medication before it is dispensed, automatically "checking off" that medication in the system. QuickMAR requires a Windows operating system, at minimum Windows 10. We would require the County to provide Windows 10 or newer software for the use of QuickMAR. Pharmacy Alternatives will provide the touch-screen interface and barcode scanner equipment to the County.

16. Supplier shall provide on-site quarterly inspections by a registered Pharmacist at no additional charge upon request by the County.

Independent consultant pharmacists will conduct quarterly site audits and quality assurance reviews as part of our service solution. Following each audit, a written report will be submitted to the appropriate leadership contact highlighting any areas of concern and/or recommendation for improving pharmacy services or staff performance.

In addition to quarterly site audits from independent consultant pharmacists, Pharmacy Alternatives participates in our proprietary Best In Class© quality assurance monitoring system, designed to enforce consistent application of best practices in all of our pharmacy operations. This system is a proven model of ongoing program evaluation, quality assurance, and risk management, which provides critical, regular feedback to ensure that specific contractual and programmatic goals and outcomes are achieved.

Each Best In Class© review is composed of 82 performance indicators and is conducted at least quarterly by internal staff; external reviews are conducted annually by corporate/regional experts and are augmented by annual corporate-level compliance reviews. Should Pharmacy Alternatives be awarded this contract, the reviews at each of these levels will incorporate County-specific service requirements and contractual obligations, as well as applicable local, state, and federal regulations, to ensure that Pharmacy Alternatives maintains compliance with and meets or exceeds Texas Board of Pharmacy and NCCHC/ACA service standards and performance expectations.

17. Evaluation of proposals will be made to the responsive or responsible Pharmaceutical Supplier submitting the overall best proposal, with 40% of the evaluation weighted criteria on having the lowest cost consisting of the current average wholesale price (AWP) minus percent (%) discount plus a dispensing fee (if applicable). Alternative pricing models may be considered. The publication used to determine average wholesale price should be provided by each proposer. In addition, 30% of the evaluation weighted criteria will be on meeting specific requirements, and 30% of the evaluation weighted criteria on vendor submitted references and vendor experience working with correctional facilities.

Pharmacy Alternatives acknowledges our understanding of the evaluation criteria. We use Medi-Span and/or RED BOOK™ as the source for average wholesale prices. We will keep the County apprised of any information we learn regarding spend-downs and medication price increases whenever possible.

18. Proposers overall mark-up prices shall include cost of shipping and delivery of the pharmaceutical item to the designated delivery point and shall not include Federal or State of Texas sales, excise, and use taxes.

Pharmacy Alternatives' proposed prices are inclusive of the cost of FOB shipping and delivery of all pharmaceutical items to the designated delivery point. Pharmacy Alternatives prices do not include Federal or State of Texas sales, excise, and use taxes.

19. Proposer shall provide three (3) price list copies plus one original with their proposal.

Pharmacy Alternatives has elected to submit our proposal via the BidSync online portal.

20. The preferred order method for new prescriptions and refills shall be online, however, orders placed by fax or phone shall be accepted. Additionally, emergency "stat"

ordering shall be done by phone.

Pharmacy Alternatives strives to make the medication ordering process as simple and efficient as possible for all of our customers. Medications may be ordered via electronic prescriptions or by faxed prescriptions via our toll-free line. For electronic prescriptions, Pharmacy Alternatives utilizes our FrameworkLink operating system. For faxed prescriptions, we utilize a paperless fax imaging system, DocuTrack, which can also accept electronic prescriptions from the majority of Electronic Health Records software systems utilized by physicians. No matter the order method, we have established systems in place to verify the accuracy and completeness of each order received.

Emergency "stat" ordering will be available by phone and fax. Medications that are ordered "stat" are available during normal pharmacy hours. Our 24-hour emergency staff has full secure access to our operating system and our paperless imaging fax system. This secure, after-hours access to our operating systems allows emergency staff to view all prescriptions submitted after hours and follow the same protocols to ensure quality and safety. This process includes a review of the order's compliance, a review of current medication regimens, crosschecking for allergies and drug interactions, and ensuring a final accuracy check on packaging and labeling to assure compliance with prescribed orders.

For each order, our system automatically performs a Drug Utilization Review of every prescription to prevent drug duplication, under-dosing, and overdosing, and to protect against adverse drug interactions. A licensed pharmacist reviews each new order in combination with the medication history, allergies, and other pertinent information in our DocuTrack system. The pharmacist looks for potentially dangerous drug interactions, allergy to the medication, and other contraindications for use that would be serious. The pharmacist enters new orders into the dispensing system for the first time so that they will be filled right away by the dispensing pharmacist, who ensures that all medication dispensed is in compliance with prescribed orders.

21. *Delivery of all items supplied under this contract shall be made FOB destination. The proposer shall provide next day delivery for all items ordered by 4:00 PM the previous day. Deliveries shall be made Monday through Saturday. Orders received by vendor on Saturday shall be delivered on Monday.*

Our distribution and delivery capabilities are a key part of our success. Each month, Pharmacy Alternatives fills and delivers more than 140,000 prescriptions in 24 states and the District of Columbia. We pride ourselves on our ability to deliver medications at least once daily across large geographical areas from a centralized location. Our Austin pharmacy location is within 30 miles of Williamson County Jail, affording us the ability to guarantee timely daily deliveries, Monday through Saturday, as required. Prescriptions ordered electronically or via fax by 4:00 p.m. CT will be filled and delivered same day; the choice of order deadline and delivery time can be determined in consultation with Williamson County. Moreover, Pharmacy Alternatives can deliver stat orders same day due to our geographic proximity. Pharmacy Alternatives will be responsible for all shipments, FOB.

22. *Supplier will be required to maintain all records for five (5) years. These records shall be the property of the County.*

Records of medications ordered and received will be retained for at least five years. We have centralized many administrative functions, such as billing and medical records, at our corporate offices, in order to give our Directors of Pharmacy at each facility the ability to focus solely on

what they do best: provide top-quality pharmacy services and clinical support. Pharmacy Alternatives maintains stringent procedures to ensure confidentiality and compliance with HIPAA regulations. All pharmacy data will be backed up daily and stored in both a secure cloud-based server and in a secure server located at our company headquarters. This redundant back-up and secure storage system will ensure that pharmacy and individual data is maintained according to contract.

23. The proposer's representative must be available to respond to calls from the using county agencies to assist in filling emergency orders, resolving complaints and problems regarding orders and deliveries, and the return of goods.

We pride ourselves on our responsiveness and the high-quality customer service provided to the agencies we serve. At the initiation of pharmacy services, Paul Delomel, Director of Pharmacy, will conduct a face-to-face meeting with the Williamson County team. The meeting shall include the transition of pharmacy services and an introduction of key personnel. During ongoing service delivery, Williamson County will have timely access to our Austin team for assistance in filling emergency orders, resolving complaints and problems regarding orders and deliveries, and the return of goods.

24. The proposer shall provide a local telephone number or toll-free number from Georgetown, Texas for the placement of calls against this contract and shall provide the name, title, and telephone number of a representative who can be contacted and available to provide around-the-clock, 24-hour, 7-days a week, customer service. Telephone numbers provided for this purpose shall not be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing emergencies and problems.
i. Name
ii. Phone number
iii. Emergency order phone number
iv. Fax number

Paul Delomel, Director of Pharmacy, will be the primary contact for calls related to this contract.

- *Phone number during business hours (Mon–Fri, 9 a.m. to 5 p.m.*): 512-383-9229
- *Fax number during business hours*: 866-370-4347
- *After-hours/emergency order phone*: 866-336-8083

In addition to 24/7 support from our Austin team, Pharmacy Alternatives also leverages the support of RPh On-Call for dedicated, 24/7 access to a customer service representative. Additional after-hours contact information for RPh On-Call is included blow:

- *By email*: rphoncall@rphoncall.net
- *By fax*: 1-866-777-750 or 1-888-717-7175

25. All orders will be placed through the issuance of a purchase order. The purchase order number must be referenced on all invoices submitted to Williamson County.

Pharmacy Alternatives understands that all orders will be placed through the issuance of a purchase order. The purchase order number will be referenced on all Pharmacy Alternatives invoices submitted to Williamson County.

26. Williamson County would prefer a vendor with substantial experience working in

correctional facilities. Please provide your firm's years of experience in correctional environments.

Pharmacy Alternatives has more than 10 years of experience in specialized pharmacy services to special-needs populations. The individuals we serve live in detention centers, intermediate care facilities, waiver homes, group homes, assisted living, or foster care arrangements. The more than 16,000 consumers we serve nationwide have varied physical, behavioral, mental illness, and developmental disability diagnoses.

Pharmacy Alternatives has provided pharmaceutical services for the Kentucky Department of Juvenile Justice for all of their residential facilities, detention centers, and group homes across the state since August 2016. We currently deliver medications for next day delivery to over 30 locations in the state, including eight secure detention centers. Any stat/emergency doses are able to be filled through retail pharmacies in their local area at no charge to them.

Filling DJJ's medication orders has been a simple process as they have tied into our current workflow seamlessly. The DJJ facilities use supplies that we previously did not carry; however, Pharmacy Alternatives has never denied a request and always goes above and beyond to find the needed supplies.

Success Story:
100% Delivery Maintained During Hurricane Harvey

Pharmacy Alternatives maintains a fail-safe distribution plan for every customer that ensures on-time delivery of needed medications even during emergencies and natural disasters.

In August, when Hurricane Harvey saturated south Texas, our Austin-based pharmacy facility and senior leadership answered the call. We immediately deployed our emergency distribution plan and strengthened logistics.

The result? Not a single one of the 826 individuals we support went without needed medications or supplies during this natural disaster. We even delivered insulin, which was entirely unavailable, to a client in just in time for her 5:00 p.m. dose.

E. PRICE SHEET

Pharmacy Alternatives has completed the Price Sheet via BidSync as instructed by the RFP.

F. REFERENCES

Pharmacy Alternatives has completed the References Form via BidSync as instructed by the RFP.

G. CONFLICT OF INTEREST QUESTIONNAIRE

Pharmacy Alternatives has completed the Conflict of Interest Form via BidSync as instructed by the RFP.

H. PROPOSAL AFFIDAVIT

Pharmacy Alternatives has completed the Proposal Affidavit via BidSync as instructed by the RFP.

I. SAMPLE CONTRACT

Pharmacy Alternatives submits the following sample contract for consideration. We will work collaboratively with Williamson County during contract negotiations to refine terms and conditions.

Pharmacy Alternatives

Exceptional People - Exceptional Service - Exceptional Outcomes

PROFESSIONAL SERVICE AGREEMENT

This agreement ("Agreement") is made as of this **XX**th day of **XXXXXXXX 2017**, by and between **SAMPLE** (hereafter the "Provider") and Pharmacy Alternatives, LLC (hereafter the "Contractor").

WHEREAS, the Contractor is duly licensed to practice Pharmacy in Texas and desires to provide said services to the Provider.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. GOODS AND SERVICES

A. Contractor shall provide the following services:
The services described on Exhibit A attached hereto and incorporated herein only if applicable (Consulting Services).

Contractor shall provide such services as scheduled by Provider's Administrator or his/her designee. Furthermore, Contractor shall perform such other usual and customary consulting services as the Provider may reasonably request.

B. To the extent required by the laws and regulations governing Provider's operation, particularly Medicaid and Medicare, provider retains administrative responsibility for the services provided hereunder. Both parties shall comply fully with all applicable laws, regulations and accreditation standards governing their respective operations and professions. Contractor shall provide the services hereunder without discrimination as to race, color, creed, sex, age, national origin, religion, disability, veteran, economic or social status.

C. Contractor shall supply, at Contractor's expense, all equipment, materials and/or supplies necessary to provide services hereunder. However, due to the nature of Provider's business, there may be certain reports or information required (or implied) by state, local or federal governments. In such case, the Provider shall provide the format of such reports in order to comply with reporting requirements.

D. Provider shall not be obligated to Contractor for any expense paid or incurred by Contractor unless Provider agrees in writing to reimburse Contractor.

E. Contractor agrees to maintain the appropriate licensure, certification, and insurance, which is available upon request of the Provider.

F. Contractor agrees to provide or arrange to provide coverage twenty-four (24) hours per day, seven (7) days per week for Provider's clients. If Contractor does not furnish ordered emergency service or items or supplies, Contractor shall make arrangements with another pharmacy, located close to the Provider, to provide such goods or services to Provider, and shall notify Provide in writing of such arrangements.

G. Contractor agrees to provide drug information and consultation to Provider's licensed professional staff regarding such drugs as may be ordered.

H. Contractor agrees to label all medications in accordance with state and federal law.

I. Contractor agrees to maintain drug profiles on all clients of Provider.

J. Exclusivity: provider agrees that Contractor is the sole provider of Pharmacy services to the Provider and its clients during the term of the agreement, unless otherwise required by law.

K. Provider agrees to adhere to and supply any and all mandated laboratory results, schedule II prescriptions to the extent required by the laws and regulations governing them by state, local and federal guidelines to the Contractor in a prompt and timely manner.

2. FEES, BILLING, & PAYMENT FOR SERVICES

A. Medical Records: Contractor agrees to provide printed medical records for the fee of **$2.00** per month per consumer.

B. Consulting Services: (See attached Exhibit "A" if applicable)

C. Contractor shall bill Provider at the end of each month for services rendered to Provider and/or its clients as shown in Exhibit A (if applicable and attached hereto) and incorporated herein. Contractor shall provide Provider with a statement in form satisfactory to the Provider specifying services rendered and time involved.

D. Contractor shall be responsible for billing and collecting for all Medicaid and Medicare formulary items (i.e., items for which pharmacies participating in the Medicaid program are eligible for payment from the Medicaid program) provided to Provider clients whose care is covered by Medicaid ("Medicaid clients") and Medicare as well as all items furnished to private-pay clients, i.e., Provider's clients whose care is not covered by

Medicaid or Medicare D. Provider agrees to supply Contractor with all necessary documentation required for such billing (including Prior Authorization documents) prior to the provision of any services to a client of the Provider.

E. Provider agrees to reimburse Contractor in full for any medication charges resulting from untimely supply, within thirty (30) days of request, of necessary documentation required for billing.

F. Provider agrees to furnish Contractor with Physician-signed Prescriptions and/or Physician Orders prior to the provision of any services to a client of the Provider. Provider agrees to continue to furnish Contractor with all signed and updated Prescriptions and/or Physician Orders during the course of service by Provider.

G. For non-formulary items furnished to Medicaid clients, (i.e., items which Provider is required to furnish to Medicaid clients without any charge other than the facility's per diem Medicaid rate) Provider, or in the case it is billed to client, the client, shall reimburse Contractor.

H. Contractor may, at its discretion, directly bill and collect from any third-party reimbursement source other than Medicare D or Medicaid ("Insurer"), to the extent allowed by law. If Contractor elects such option, Provider agrees to furnish Contractor with all necessary documentation for such billing prior to the provision of any services to a client of the Provider. Contractor shall not be obligated to accept, as payment in full, the amount that an Insurer may be willing to pay. Whether or not Contractor receives payment from any Insurer, Contractor may bill a client, or any person responsible for administering a client's affairs, for Contractor's usual and customary charge for items provided to such client, subject to credit for any payment received from an Insurer.

I. Provider shall pay Contractor for direct charge items, i.e., house supply items, over-the-counter items, consumer co-pays, goods provided for Medicare Part A clients, and other charges for which responsibility lies with the Provider rather than Insurers or clients, within thirty (30) days following the receipt of invoice. Any invoice not paid within thirty (30) days of receipt of an invoice from Contractor may accrue interest at the rate of 1.5% per month.

J. Billing Dispute Resolution: Provider agrees to notify, in writing, Contractor for any disputed costs incurred within thirty (30) business days upon receipt of invoices whether on the client account and/or Provider account. Such said disputed charge(s) will be documented and resolved within thirty (30) business days, with the assistance of the Provider.

K. Therapeutic Interchange: Contractor agrees to notify Provider of products, supplies and medications for clients that are not covered by their payment

source (Medicaid or Medicare and/or other insurance plan) within a timely fashion to allow for the opportunity to have the product, supply or medication changed by the physician which is covered under their payment source. It is the Provider's responsibility to ensure a medication order is changed and provided to the Contractor within a timely fashion.

L. Prior Authorization/Approval: Contractor agrees to notify Provider of products, supplies and medications for consumers that are not covered by their payment source (Medicaid or Medicare and/or other insurance plan) within a timely fashion to allow for the opportunity to seek Prior Authorization/Approval. Contractor agrees to follow specific guidance as dictated by Medicaid or Medicare and/or other insurance plan when seeking Prior Authorization/Approval. It is the Provider's responsibility to ensure a Prior Authorization/Approval is provided to the Contractor within a timely fashion of the initial request.

M. Backup-Pharmacy Charges: Provider agrees that after-hour emergency backup pharmacy charges will not be subject to standard therapeutic interchange and prior authorization/approval protocols. Provider agrees to reimburse Contractor for products, supplies and medications requested from Backup-Pharmacy for consumers that are not covered by their payment source (Medicaid or Medicare and/or other insurance plan). Contractor should be contacted prior to use of backup Pharmacy.

N. If payment to Contractor hereunder exceeds $10,000 in a year, Contractor agrees to make available to the Secretary of Health and Human Services ("HHS"), the Comptroller General of the General Accounting Office ("GAO") and Provider, or their authorized representatives, all contracts, books, documents and records necessary to certify the nature and extent of the costs hereunder for a period of four (4) years after furnishing services hereunder. In addition, Contractor agrees if services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS, GAO and the Provider or their authorized representatives, all contracts, books, documents, and records that are necessary to certify the nature and extent of the costs thereunder for a period of four (4) years after furnishing services hereunder.

3. PROFESSIONAL QUALIFICATIONS

Contractor shall maintain all applicable licenses and/or certification requirements to practice Contractor's profession and to provide services under this Agreement.

4. TERMS AND TERMINATION

Contractor shall commence providing the goods and services described in this Agreement on the **XX**th day of **XXXXXXXXX 2017,** ("Commencement Date"). The initial term of this Agreement shall be for two years from the Commencement Date. On each anniversary date of the Commencement Date, the term shall be automatically extended for an additional two year term unless either party provides written notice of its intention to terminate the Agreement no later than sixty (60) days prior to the end of the existing term.

A. If either party defaults in any of its obligations under this Agreement, and such default is not cured within sixty (60) days following delivery of written notice from the non-defaulting party to the defaulting party, then the non-defaulting party may terminate this Agreement with thirty (30) days advanced written notice to the other party. Any written notice which claims a default by the other party must (i) specify the default in reasonable detail to allow the other party to adequately respond and (ii) must expressly state that the written notice is a notice of breach pursuant to this section 4(B).

B. In the case of a default by Contractor with regard to any material obligation under Section 1 of this Agreement, if the parties agree on a plan of correction prior to the end of the sixty (60) day cure period, then such default shall be deemed to have been cured for purposes of this section.

C. In the event that Provider fails to pay any invoice within ten (10) days of the due date, Contractor may terminate this Agreement.

D. Either party may immediately terminate this Agreement upon written notice under the following conditions: (i) if any license or permit required for the operation of Provider or Contractor cannot be obtained or is at any time suspended or terminated by the applicable governing or licensing agency; or (ii) in the event of voluntary or involuntary bankruptcy or similar insolvency actions by or against such party.

E. Notwithstanding Section 4(B) and 4(C), no notice of termination from Provider shall be valid unless it is current in its payments to Contractor and proper written notice is provided.

F. Expiration or termination of this Agreement shall not relieve either party from liability for any breach of this Agreement occurring prior to the effective expiration or termination date.

G. Upon expiration or termination of this Agreement, provider shall return to Contractor, in good working condition, all equipment and other Contractor property provided to Provider under this Agreement including without limitation, all formulary documents, manuals, forms and any other documents, information or materials belonging to Contractor.

5. INDEPENDENT CONTRACTOR

Contractor provides services hereunder as an independent contractor and not as an agent or employee of Provider. Contractor shall be responsible to pay all Contractor's federal, state or local income taxes, as well as any applicable worker's compensation or unemployment insurance. Contractor understands that, as an independent contractor, Contractor is not eligible for nor entitled to any employee benefits of Provider. Contractor also understands that he/she is not an agent of the Provider and therefore is not authorized to incur debts or other obligations on behalf of the Provider. Contractor, as an independent contractor, is also entitled to perform services for parties other than the Provider.

6. INSURANCE AND INDEMNIFICATION

A. Contractor shall obtain and maintain general and professional liability insurance in the minimum amount of one million ($1,000,000) for each occurrence and Contractor shall provide Provider with a certificate of insurance as evidence of such coverage. Contractor shall notify Provider of any alteration of the policy immediately upon receiving notice of any such change.

B. Contractor hereby indemnifies and holds Provider harmless from and against any and all liability, claims, damages, losses, or causes of action, and expenses in connection with them (including reasonable attorney's fees) caused or asserted to have been caused, directly or indirectly, as a result of the performance of Contractor's duties under this Agreement. Nothing herein shall relieve Provider from liability proximately caused by employees of Provider in the normal course of their duties.

C. Provider hereby indemnifies and holds Contractor harmless from and against any and all liability, claims, damages, losses, or causes of action, and expenses in connection with them (including reasonable attorney's fees) caused or asserted to have been caused, directly or indirectly, as a result of the performance of Provider's duties under this Agreement. Nothing herein shall relieve Contractor from liability proximately caused by employees of Contractor in the normal course of their duties.

7. PARTIES RIGHTS AND OBLIGATION PURSUANT TO THE HIPAA PRIVACY RULE

The rights and obligations of the parties as described below are established according to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "the Act") and the Privacy Rule (45 C.F.R. parts 160 and 164) established by the Department of Health and Human Services pursuant to the

Act (the "Privacy Rule"). Contractor is a Business Associate as defined in Section 160.103 of the Privacy Rule, as defined below, and Provider is a covered Entity as defined in Section 160.103 of the Privacy Rule.

1. **Definitions**. The following terms shall have the same meaning as those terms in the Privacy Rule: Business Associate, Covered Entity, Individual, Protected Health Information, Data Aggregation.

2. **Contractor's Obligations**

(a) Contractor agrees not to use or disclose, and to use appropriate safeguards to prevent use or disclosure of protected health information other than as permitted or required by the Agreement or as required by law.

(b) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is aware of that result from a use or disclosure of protected health information by it in violation of the requirements of this Agreement.

(c) Contractor agrees to report to the Provider any use or disclosure of the protected health information not provided for by this agreement of which it becomes aware.

(d) Contractor agrees to ensure that its agents, including subcontractors, agree to the same restrictions and conditions that apply through this Agreement to it with respect to the use or disclosure of protected health information received by or on behalf of, or created for or on behalf, of the Provider.

(e) Contractor agrees to provide access to protected health information to Provider, or at the Provider's request to an individual in accordance with the requirements of 45 C.F.R. §164.524

(f) Contractor agrees to make any amendment(s) to protected health information that Provider directs or agrees to pursuant to the standards set forth in 45 C.F.R. §164.524

(g) Contractor agrees to make available to the Secretary or his designee its internal practices, books, and records, and policies and procedures or those of Provider used by Contractor related to the use and disclosure of protected health information for the purpose of determining Provider's compliance with the Privacy Rule. The Secretary shall have access to such information in the time period and manner agreed to by the parties or prescribed by the Privacy Rule.

(h) Contractor agrees to maintain documentation of and information related to its uses and disclosures of protected health information to permit Provider to provide an accounting of disclosure as prescribed by 45 C.F.R. § 164.528.

3. Permitted Uses and Disclosures by Contractor

(a) Except as otherwise limited in this Section or by the Privacy Rule, Contractor may use or disclose protected health information to the extent necessary to permit to carry out its obligations under the Agreement and for its own management and administration.

(b) Contractor may use protected health information to provide data aggregation to the Provider.

(c) Contractor may use protected health information to report violations of law to the appropriate federal and state authorities in a manner consistent with the Privacy Rule.

4. Provider's Obligations

(a) Provider agrees to comply with all applicable provisions of the Privacy Rule. Provider has developed a plan with applicable policies and procedures to insure compliance with the terms of the Privacy Rule.

(b) **Survival**. The respective rights and obligations of Contractor under this Agreement shall survive the termination of the Agreement.

(c) **Interpretation**. Any ambiguity related to any provision of this Agreement shall be resolved to permit the Provider and the Contractor to comply with the Privacy Rule.

8. CONFIDENTIALITY

Due to the nature of the services to be provided hereunder, Contractor may have access to individual's medical or other records. Contractor shall maintain such information in strictest confidence in accordance with applicable law and the individual's right to privacy

9. MISCELLANEOUS

A. **Notice.** Any notice required by this Agreement shall be in writing and deemed given when it is delivered personally or deposited in the U. S. Mail, postage prepaid, certified or registered mail, return receipt requested, address to the respective parties as follows:

PROVIDER:	xxxxxxxxxxxxx c/o Sample Director of xxxxxxxxx Address City, Texas xxxxx
With a copy to:	Director of Pharmacy c/o Paul Delomel Pharmacy Alternatives, LLC 5810 Trade Center Drive, Suite 400 Austin, TX 78744
CONTRACTOR:	Pharmacy Alternatives, LLC 11401 Bluegrass Parkway Louisville, KY 40299 c/o Doug Russell, President Fed Tax ID: 20-3612272

B. **Entire Agreement**. This is the entire agreement between the parties and supersedes all prior agreements between the parties concerning the subject of this Agreement. If any provision of this Agreement is found to be unenforceable for any reason, all remaining provisions of the Agreement shall remain in full force and effect. This Agreement may be amended or supplemented only in writing and signed by both parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

C. **Assignment.** Contractor may not assign this Agreement without the prior written consent of Provider.

D. **Choice of Law**. This Agreement shall be governed, construed and enforced under the laws of the State of Texas.

E. **Execution of Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

F. **Transfer of ownership or control of facility**
Facility covenants that neither ownership nor control of the health care facility will be transferred, during the term hereof, by Facility or any transferee or assignee of Facility having control of the health care facility prior to a proposed transfer ("Controlling Party"), to any party not having accepted and agreed to be bound by the obligations of Facility pursuant hereto; neither ownership nor control of health care facility shall be transferred unless and until the Controlling Party shall have given notice of the existence of this agreement to the proposed transferee and such transferee shall have agreed to accept and comply with this agreement.

10. NOTICE TO ALL PHARMACY ALTERNATIVE, LLC CONTRACTORS AND AGENTS

Pursuant to Section 6032 of the Federal Deficit Reduction Act of 2005 ("DRA"), all contractors and agents of Pharmacy Alternatives, LLC ("Pharmacy Alternatives"), its subsidiaries and affiliated entities, must comply with and abide by Pharmacy Alternative's policies for preventing fraud, waste and abuse.

This law applies to any Contractor or Agent who, on behalf of Pharmacy Alternatives, provides or otherwise authorizes the provision of Medicaid health care services, supplies products used in Medicaid health care service delivery, or monitors Medicaid health care services provided by Pharmacy Alternatives, it subsidiaries and affiliated entities.

By signing this Professional Service Agreement, the signing Contractor or Agent acknowledges receipt of Pharmacy Alternatives Accounting Policy 0-13: Fraud Prevention and Pharmacy Alternatives Accounting Policy C04: Non-Retaliation and Non-Retribution for Reporting Compliance Concerns. The signing Contractor or Agent should disseminate these policies to all employees or sub-contractors involved in Pharmacy Alternatives Business activities.

Any questions related to these requirements for Pharmacy Alternatives Contractors or Agents should be directed to the Pharmacy Alternatives Compliance Department:

Jeff Felty, Senior Director of Compliance	800.866.0860 ext. 2332
Deena Ombres, Chief Compliance Officer	800.866.0860 ext. 2387

IN WITNESS whereof, the duly authorized representatives of the parties hereto have executed this Agreement as of the date first written above.

PROVIDER: **SAMPLE**

By: _____

Name:

Title:

CONTRACTOR: **Pharmacy Alternatives, LLC**

By: _____

Name: Doug Russell RPh, FASCP

Title: President

ADDITIONAL ATTACHMENTS

SAMPLE BLISTER PACK




FILLED BY CK'D BY
RECEIVED BY
START DATE
REORDERED BY
ORDER DATE
MED.
STRENGTH
LOT NO.
EXP. DATE
MFG.
SUREMed
by Omnicell
CAUTION: This package NOT CHILD RESISTANT. Store this and all medications out of reach of children.
MTS Medication Technologies®
www.mts-mt.com
ITEM # 300-25

RETURN GOODS POLICY

RETURNING MEDICATIONS TO THE PHARMACY FOR CREDIT

Policy: Medications that can be returned to the pharmacy for credit are returned in a timely manner, and documentation of the return is maintained for accurate medication reconciliation.

Procedures:

1. Medications can only be returned to the pharmacy when credit can be issued to the consumer and the medication can be re-dispensed. If a consumer's medications cannot be returned to the pharmacy for credit, then they are to be disposed of according to center policy.

2. Only medications in factory-sealed (example: injectables) or pharmacy-sealed (example: punch cards) may be returned to the pharmacy.

3. Medications which are eligible for credit include:

   (a) Medicaid and Medicare-D orders are only eligible during the current month, if billing has not been transmitted to Medicaid or the Medicare-D plan.

   (b) Current month cards in which no doses have been used or punched out (i.e., full cards). (The pharmacy will handle exceptions individually with the center.)

4. Medications that cannot be returned for credit:

   (a) The pharmacy may prudently add or delete items from this exception list. If there is any question as to the status of a new medication to be returned, the pharmacy is to be called. Additions or modifications to the medication list will be filed in section "X. Reference" under "Appendix I: Updates."

   (b) Tablets broken in half for dosage titration cannot be returned to the pharmacy for credit regardless of medication class.

   (c) Liquids must be in factory-sealed containers in order to be credited.

   (d) Creams, ointments and other topical medications must have an intact factory seal in order to be credited.

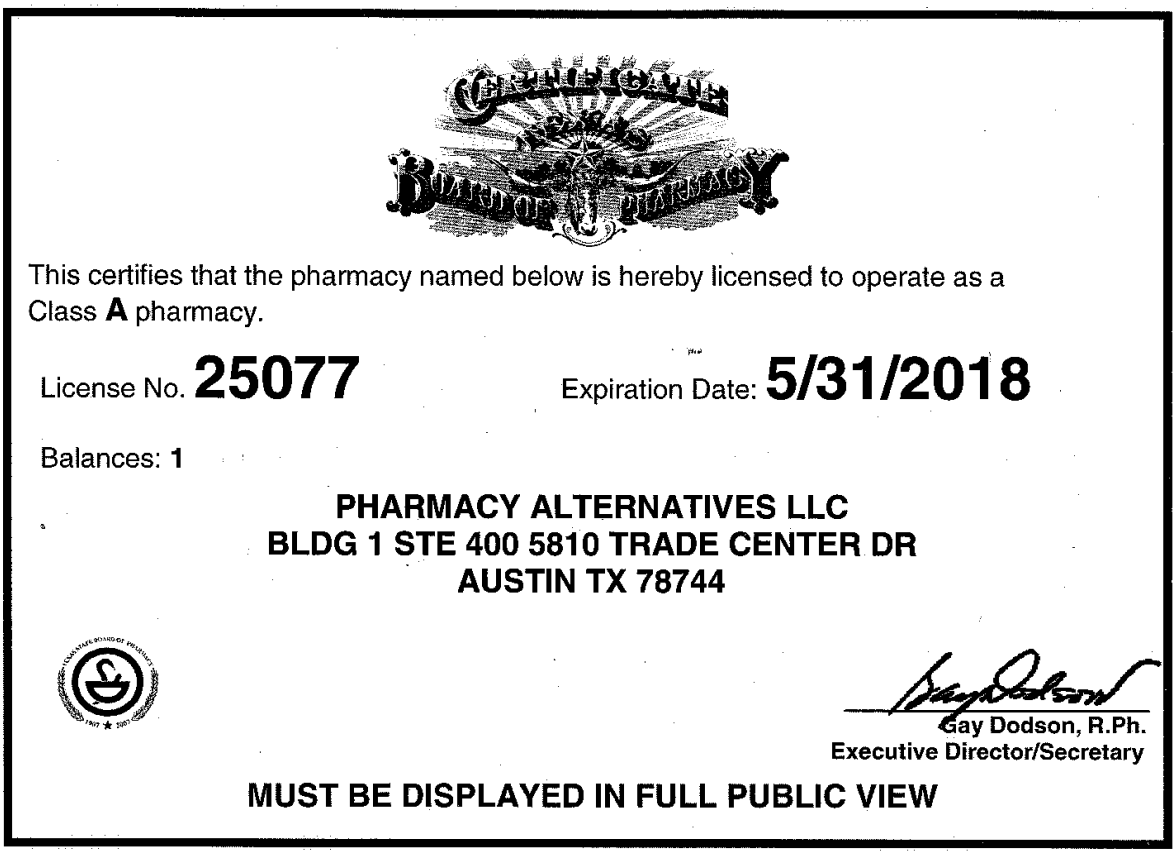
   (e) Controlled medications cannot be returned.

   In the event that the medication in question was:

   - delivered by the pharmacy the day it was discontinued,
   - delivered to an expired or discharged consumer, or
   - not in accordance with the physician's order,

   The medication(s) may be returned to the pharmacy without the above-mentioned limitations.

TEXAS LICENSURE



This certifies that the pharmacy named below is hereby licensed to operate as a Class **A** pharmacy.

License No. **25077** Expiration Date: **5/31/2018**

Balances: **1**

PHARMACY ALTERNATIVES LLC
BLDG 1 STE 400 5810 TRADE CENTER DR
AUSTIN TX 78744

Gay Dodson, R.Ph.
Executive Director/Secretary

MUST BE DISPLAYED IN FULL PUBLIC VIEW

PHARMACY ALTERNATIVES
5810 TRADE CENTER DR.
BLDG 1 STE 400
AUSTIN, TX 78744-0000-000

10011843/001445

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BP9787740	03-31-2018	$731

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	CENTRAL FILL PHARMACY	02-06-2015

PHARMACY ALTERNATIVES
5810 TRADE CENTER DR.
BLDG 1 STE 400
AUSTIN, TX 78744-0000

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
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Form DEA-223 (4/07)

TMHP TEXAS MEDICAID & HEALTHCARE PARTNERSHIP
A STATE MEDICAID CONTRACTOR

PO Box 200795
Austin, TX 78720-0795
Fax: 1-512-514-4214

July 25, 2016

Pharmacy Alternatives, LLC
5810 Trade Center Dr Bldg 1 # 400
Austin TX 78744

Re: New Enrollment Information

Dear Pharmacy Alternatives, Llc,

This letter is to notify you of your new provider enrollment information. Please make note of and verify your provider information and advise the Texas Medicaid & Healthcare Partnership (TMHP) if any changes are needed. Your new enrollment information is below:

Name:	Pharmacy Alternatives, Llc
Texas Provider Identifier (TPI) Base:	3584781
TPI Suffix:	01
NPI/API:	1508877150
Primary Taxonomy:	333600000X
Secondary Taxonomy(s):	
Benefit Code:	CCP
Enrollment Date:	7/22/2016
Effective Date:	1/19/2015
Program:	Traditional Medicaid, Medicaid Managed Care
Provider Type:	Medical supplier (durable medical equipment [DME]); licensed clinical social worker (LCSW)

A benefit code may be issued by TMHP to identify state programs and provider types. It is important to remember your benefit code when one has been assigned. It will be required for claims filing, requesting prior authorization, and other electronic transactions with TMHP. A benefit code may also be used to crosswalk a National Provider Identifier (NPI) or an Atypical Provider Identifier (API) to the appropriate TPI for specific state programs and provider types such as those listed in the table below.

ASSUMED NAME CERTIFICATE

Pharmacy Alternatives, LLC does not operate under an assumed name.

CANCELLED OR TERMINATED CONTRACTS

Pharmacy Alternatives, LLC Texas operations have only had two customers leave our services in the last five years. In both cases, the customer started their own in-house pharmacy. The requested contact information can be found below:

Premiant San Antonio
Kathy Griffith, Executive Director
kathygriffith3@gmail.com
210-417-6764

St. Giles Living Centers
Diedra Wetzel, RN
dwetzel@sglctx.com
281-420-8040 ext. 1102

TEXAS ETHICS COMMISSION FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number: 2017-260697
Date Filed: 09/14/2017
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pharmacy Alternatives, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County Jail

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1708-185
Pharmaceutical services and supplies

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Michael, Varnado (Board - 0% Ownership)	Louisville, KY United States	X	
Douglas, Russell (Board - 0% Ownership)	Louisville, KY United States	X	
Community Alternatives Pharmacy, Inc.	Louisville, KY United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

HEATHER WILSON NOTARY PUBLIC ID NO. 538800 MY COMMISSION EXPIRES 7/29/2019 STATE AT LARGE, KY

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Doug Russell, this the 15th day of September, 20 17, to certify which, witness my hand and seal of office.

Heather Wilson — Signature of officer administering oath
Heather Wilson — Printed name of officer administering oath
Contracting Asst. — Title of officer administering oath

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.3337

Supplier: **Pharmacy Alternatives, LLC**

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Supplier: **Pharmacy Alternatives, LLC**

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: **EduCare Community Living Corporation**

Location: **7700 Chevy Chase Dr., Bldg. 1, Ste. 500, Austin, TX 78752**

Contact Name: **Annette Johnson**

Title: **Executive Director**

Phone: **512-454-3795**

E-mail **ajohnson@rescare.com**

Contract Date To: **6/30/2018**

Contract Date From: **7/1/2006**

Contract Value: $ **$1,848,000 (two-year contract value)**

Scope of Work:

Serving EduCare since 2006. Pharmacy Alternatives serves 60 sites, including group homes, day programs, offices, and workshop sites, and provides approximately 14,340 prescriptions annually.

Reference 2

Client Name: **Kentucky Department of Juvenile Justice**

Location: **1025 Capital Center Dr., Frankfort, KY 40601**

Contact Name: **Deborah Curry**

Title: **Nurse Administrator**

Phone: **502-573-3747**

E-mail **deborahs.curry@ky.gov**

Contract Date To: **6/30/2018**

Contract Date From: **8/15/2016**

Contract Value: $ **$1,000,000 (two-year contract value)**

Scope of Work:

Serving the Department of Juvenile Justice since 2016. Pharmacy Alternatives serves 30 facilities across the state and provides approximately 7,500 prescriptions annually. Contract ID Number: PON2 523 1600004011

Reference 3

Client Name:	Location:
The Georgia Center for Youth	**211 Goose Hollow Road, Reynolds, GA 31076**
Contact Name:	Title:
Nashon McPherson	**Regional Director**
Phone:	E-mail
478-235-6862	**nmcpherson@rescare.com**

Contract Date To:	Contract Date From:	Contract Value: $
Present	**5/2012**	**$99,600 (estimated annual)**

Scope of Work:

Serving the State of Georgia since May 2012. Provide pharmacy supports to a 60-bed restricted facility serving children and adolescents who are in the custody of the Department of Family and Children services or are in the care of the Department of Juvenile Justice.

Supplier: **Pharmacy Alternatives, LLC**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**Pharmacy Alternatives, LLC**
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**	**None**
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**	**None**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **N/A** **6. Describe any other affiliation or business relationship that might cause conflict of interest: Pharmacy Alternatives, LLC has no potential conflicts of interest to report.**
7	

	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Pharmacy Alternatives, LLC**

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	**Pharmacy Alternatives, LLC**
Address of Respondent:	**5810 Trade Center Dr., Bldg. 1, Ste. 400, Austin, TX 78744**
Email:	**paul.delomel@palrx.com**
Telephone:	**512-383-9229**
Printed Name of Person Submitting Affidavit:	**Douglas Russell, President of Pharmacy Solutions & Integrated Care**
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☑	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Pharmacy Alternatives, LLC**

PRICE SHEET

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please provide AWP Plus/Minus % Discount in blanks provided below and complete the 2 pages of Drug Brand/Generic price sheets with Per/Capsule-Pill pricing.

Proposer shall provide current Average Wholesale Price (AWP) minus a percentage (%) discount plus a dispensing fee (if applicable).

BRAND NAME MEDICATIONS

Minus Percent (%) Discount 10%

Dispensing Fee (if applicable) $5.00

GENERIC MEDICATIONS

Minus Percent (%) Discount 14%

Dispensing Fee (if applicable) $4.50

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
VALPROIC ACID 250MG CAP	**$5.26**	**$4.96**
HYDROXYZINE PAM 50MG CAP	**$4.79**	**$4.52**
BUPROPION 100MG TAB	**$5.36**	**$5.07**
LITHIUM CARB 300MG CAP	**$4.92**	**$4.65**
QUETIAPINE 100MG TAB	**$10.67**	**$10.08**
LACTULOSE 10GM/15 SOL	**$65.17**	**$61.55**
ANTI-DANDRUF 1%	**$8.61**	**$8.13**
HYDROCERIN LOT	**$13.61**	**$12.85**
GERI-MOX SUS	**$9.47**	**$8.94**
DIPHENHYDRAMINE 25MG CAP	**$4.55**	**$4.29**
SUDOGEST 60MG TAB	**$4.55**	**$4.29**
DIPHENHYDRAMINE 50MG CAP	**$4.63**	**$4.37**
AMOXICILLIN 500MG CAP	**$4.89**	**$4.62**
QUETIAPINE 300MG TAB	**$19.76**	**$18.67**
NAPROXEN 500MG TAB	**$5.67**	**$5.36**
AMITRIPTYLINE 25MG TAB	**$4.82**	**$4.56**
TRAMADOL 50MG TAB	**$5.22**	**$4.93**
METFORMIN 500MG TAB	**$5.13**	**$4.85**
HYDROXYZ PAMOATE 25MG CAP	**$4.77**	**$4.51**
POLYETH GLYC 3350 NF POW	**$7.21**	**$6.81**
QUETIAPINE 200MG TAB	**$16.15**	**$15.25**
LISINOPRIL 10MG TAB	**$5.40**	**$5.10**
VENLAFAXINE 75MG TAB	**$6.46**	**$6.10**
HCTZ 25MG TAB	**$4.57**	**$4.32**
BENZTROPINE 1MG TAB	**$4.85**	**$4.58**
METFORMIN 1000MG TAB	**$5.80**	**$5.47**
CITALOPRAM 20MG TAB	**$6.80**	**$6.43**
BENAZEPRIL 10MG TAB	**$5.45**	**$5.14**
TRAZODONE 100MG TAB	**$5.69**	**$5.37**
SMZ/TMP DS 800-160 TAB	**$13.45**	**$12.70**
POLYETH GLYC 3350 NF POW	**$7.21**	**$6.81**
BUPROPION 75MG TAB	**$5.15**	**$4.86**
TRAZODONE 50MG TAB	**$5.21**	**$4.92**
AMLODIPINE 10MG TAB	**$6.64**	**$6.27**

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
QUETIAPINE 300MG TAB	**$19.76**	**$18.67**
ATRIPLA TAB	**$96.24**	**$90.89**
QUETIAPINE 100MG TAB	**$10.67**	**$10.08**
TRUVADA TAB	**$60.93**	**$57.55**
LANTUS 100/ML INJ	**$31.34**	**$29.60**
QUETIAPINE 200MG TAB	**$16.15**	**$15.25**
DULOXETINE 60MG CAP	**$11.29**	**$10.66**
REYATAZ 300MG CAP	**$56.68**	**$53.53**
OLANZAPINE 20MG TAB	**$40.35**	**$38.11**
COMPLERA TAB	**$101.51**	**$95.64**
OLANZAPINE 10MG TAB	**$22.43**	**$21.18**
QUETIAPINE 400MG TAB	**$22.44**	**$21.19**
LATUDA 40MG TAB	**$44.58**	**$42.10**
BUPROPION 100MG TAB	**$5.36**	**$5.07**
DIVALPROEX 500MG ER TAB	**$8.16**	**$7.71**
ABILIFY 10MG TAB	**$36.61**	**$34.58**
VALPROIC ACID 250MG CAP	**$5.26**	**$4.96**
ISENTRESS 400MG TAB	**$29.51**	**$27.87**
CYCLOPHOSPH 25MG TAB	**$7.01**	**$6.62**
INVEGA 9MG TAB	**$59.43**	**$56.13**
OLANZAPINE 5MG TAB	**$16.38**	**$15.47**
LATUDA 20MG TAB	**$44.58**	**$42.10**
OLANZAPINE 15MG TAB	**$31.38**	**$29.64**
HUMULIN R U-100 U-100 INJ	**$25.24**	**$23.83**
INVEGA 3MG TAB	**$41.12**	**$38.84**
VENTOLIN HFA AER	**$7.31**	**$6.90**
ABILIFY 5MG TAB	**$36.61**	**$34.58**
NORVIR 100MG TAB	**$13.76**	**$13.00**
ADVAIR DISKUS 250/50 AER	**$11.01**	**$10.40**
PROMETHAZINE HCL 25MG SUPR	**$20.43**	**$19.30**
EPINEPHRINE 0.3MG 2-PACK	**$342.00**	**$323.00**
INVEGA 6MG TAB	**$77.73**	**$73.41**
XIFAXAN 550MG TAB	**$40.52**	**$38.27**
PERMETHRIN 5% CRM	**$6.35**	**$6.00**
PREZISTA 800MG TAB	**$57.74**	**$54.31**