

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 24-250

APPROVAL OF CONTRACT WITH DIAMOND DRUGS, INC
TO PROVIDE PHARMACEUTICAL SERVICES FOR INMATES HOUSED IN THE
SNOHOMISH COUNTY JAIL

WHEREAS, the Snohomish County Sheriff's Office issued and advertised a Request for Proposal for Jail Pharmacy Services, RFP 24-001BC; and

WHEREAS, Diamond Drugs, Inc was selected by the pharmacy services committee for this vendor's operational plan, cost to the County and references to provide pharmacy services for Snohomish County detention facility;

NOW, THEREFORE ON MOTION, the Snohomish County Council approves and authorizes the County Executive to sign the contract with Diamond Drug, Inc., copies of which are attached hereto and incorporated herein by reference.

PASSED this 26th day of June, 2024.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

CONSULTANT: Diamond Drugs, Inc.
CONTACT PERSON: Mark Zilner, President & CEO, Owner
ADDRESS: 645 Kolter Drive,
Indiana, PA 15701
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 25-1378278
TELEPHONE: 724-349-1111 x 1036
COUNTY DEPT: Sheriff's Office Corrections Bureau
DEPT. CONTACT PERSON: Karla Beers, Finance Manager
TELEPHONE: 425-388-3535
PROJECT: Jail Pharmacy Services
AMOUNT: \$3,250,000
FUND SOURCE: 002 538 364 4193
CONTRACT DURATION: June 1, 2024 through May 31, 2029,
unless extended or renewed pursuant to
Section 2 hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and DIAMOND DRUGS, INC, a Pennsylvania corporation (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide Pharmacy Services, including pharmaceutical products, for inmates of the Snohomish County Sheriff's Office Corrections Bureau. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 24-001BC, Pharmacy Services, Corrections.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon June 1, 2024, (the “Effective Date”) and shall terminate on May 31, 2029, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. PROVIDED, HOWEVER, that the County’s obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

2. Compensation.

A. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

B. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

C. Invoices. Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. Subject to Section 7 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

D. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

E. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes ☐

No ☐

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$3,250,000 for the initial term of this Agreement (excluding extensions or renewals, if any).

3. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county,

federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

4. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films, or any other materials created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery exclusively to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed, or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

5. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

6. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Amanda Ray
Title: Health Services Administrator
Department: Corrections Bureau
Telephone: (425) 388-3353
Email: Amanda.ray@snoco.org

7. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

8. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

9. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

10. Indemnification.

A. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees, and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

B. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions,

losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

11. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

B. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

C. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

i. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

iii. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

iv. Employers' Liability or "Stop Gap" coverage: \$1,000,000

v. Errors & Omissions/Professional Liability: an amount not less than \$1,000,000 per claim and in the annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services for Snohomish County or on behalf of Snohomish County hereunder. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement.

If Vendor has access to Confidential Information or Personally Identifiable Information, Vendor shall also carry Privacy and Network Security (also known as Cyber) insurance in the amount of not less than \$1 Million Dollars (\$1,000,000) for each claim and in the aggregate. Such policy shall include coverage for all costs incurred to respond to the theft, loss, unauthorized disclosure, wrongful collection or access to information, and all damages resulting from such breach, including fines and penalties imposed.

D. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

i. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

ii. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

iii. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

iv. Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

12. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national

origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

13. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

14. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

15. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.

16. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

17. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty,

the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

18. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

19. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

20. Non-Waiver of Breach; Termination.

A. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

C. The County may terminate this Agreement upon ninety (90) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

D. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release, or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but

not limited to, the costs to the County of selecting and compensating another contactor to complete the work of the Agreement.

21. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Corrections Bureau
3000 Rockefeller Ave, M/S 509
Everett, Washington 98201
Attention: Karla Beers
Finance Manager

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor: Diamond Drugs, Inc
645 Kolter Drive
Indiana, PA 15701
Attention: Jennifer Pittore
Chief Financial Officer

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

22. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

23. Business Associate Agreement. Upon execution of this Agreement, Contractor and County shall execute a copy of the Business Associate Agreement attached hereto as Schedule C.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy

the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

“County”
SNOHOMISH COUNTY:

Klein, Ken

Digitally signed by Klein, Ken
Date: 2024.06.26 12:05:21
-07'00'

County Executive Ken Klein Date
Executive Director

Approved as to insurance
and indemnification provisions:

Barker, Sheila

Digitally signed by Barker, Sheila
Date: 2024.06.06 10:12:40 -07'00'

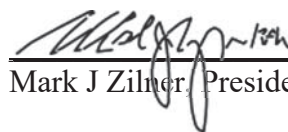
Risk Management Date

Approved as to form only:

/s/George B. Marsh 04/25/2024
Deputy Prosecuting Attorney Date

SNOHOMISH COUNTY COUNCIL
Approved: 6/26/2024
ECAF # 2024-1097 / Motion 24-250

“Contractor”
DIAMOND DRUGS, INC:



5/20/2024

Mark J Zilber, President & CEO Date

Approved as to form only:

Legal Counsel to the Contractor Date

Schedule A Scope of Services

Contractor shall provide Pharmaceutical Services including, but not limited to, providing prescription drugs, non-prescription drugs and intravenous solutions, delivery, Pharmacist consultations, emergency pharmacy services, medication carts, automated medication dispensing cabinet (like Pyxis), all hardware and software associated with receiving, distribution and billing in a correctional setting. The services provided must be under the direction of a licensed Pharmacist and comply with all National Commission on Correctional Health Care (NCCHC) standards, The Joint Commission (formerly JCAHO), The American Correctional Association (ACA), The Health Insurance Portability and Accountability Act (HIPAA) and all Federal, State and Local law(s) or regulation(s) of Pharmaceutical Services.

A. Pharmacy Services:

1. The Contractor shall provide controlled substances in individual oral prescription medications in unit-dose blister-packs containing a two-part peel off re-order tab and bar code which will be scanned. The Contractor shall provide house stock medications in blister pack cards for distribution.
2. Prescriptions (new and refill) shall be prepared offsite and delivered next day, six (6) days a week, if ordered by 1 PM the previous day, excluding Sundays. If medication deliveries will be delayed beyond sixty (60) minutes of the agreed upon delivery time, the Contractor shall contact the facility within four (4) hours after receipt of the County's order to inform the County of the delay, the length of the delay and of the new delivery time.
3. The Contractor shall provide up to 30 days' supply of medication, delivered within four (4) hours of notification, for inmates being released same day.
4. The Contractor shall deliver urgent medications within four (4) hours of the Contractor's receipt of the order regardless of previously scheduled delivery times.
5. Emergency Drug Box and Starter Packs shall be provided and located in the corrections facility at the site designated by Corrections. The Emergency Box and Starter Packs shall be replenished as needed.
6. Unused or partially used medications shall be returnable to the Contractor for credit on the next invoice.
7. The Contractor shall provide an electronic on-line medication ordering system. (See Attachment C for Technical Requirements)
8. The Contractor shall have a system in place to bill the patient's insurance for medications when available.

B. Pharmacist Services:

1. A licensed Pharmacist shall provide pharmacological information/consultation to the County.

Schedule A
Scope of Services

2. A licensed Pharmacist shall assist in developing, managing, and revising the drug formulary related policies and therapy protocols as requested by the County.
3. The Contractor shall provide clinical In-Service Training at the start of the Contract and every six (6) months thereafter, at no cost to the County, for the length of the term.
4. The Licensed Pharmacist shall attend quarterly on-site meetings at an agreed upon date, time, and location during the normal work week of Monday-Friday between 8 am and 5 pm, excluding County holidays.

C. Required Medical Supplies and Durable Medical Equipment (DME) Services:

1. The Contractor shall provide a priced catalog of DME and medical supplies available.

D. Medication Dispensing Cabinet:

1. The Contractor shall provide an appropriately sized secure automated medication dispensing system including all hardware, software, and maintenance for all controlled substances.
2. The Contractor shall provide medication distribution carts for all other medications.

E. Electronic Medical Administration Records:

1. The Contractor shall provide an eMAR for paperless charting utilizing a barcode scanner. The system shall provide a paperless ordering (ePrescribing), reporting and reconciliation inventory program. (See Attachment C for Technical Requirements)

F. Reports:

1. Electronic reports shall be provided by the Contractor which include at a minimum the following: Cost reports, medication utilization reports and formulary compliance reports. (See Attachment C for Technical Requirements)
2. The Contractor shall provide electronic records that track delivery, receipt, and track that all medications comply with all Federal, State, County and Local laws, regulations, policies and procedures.

G. Invoicing, Credits and Payments:

1. Snohomish County Corrections houses inmates for various other Jurisdictions. On a monthly basis, the Contractor shall submit to the County an itemized invoice for medications and services provided for each inmate.
2. The Contractor shall initially bill medical assistance or private pay insurance companies for all pharmaceutical products and/or services provided for inmates under their respective coverage. Only remaining amounts due shall then be billed to Snohomish County with supporting documentation that details amounts reimbursed and amounts not covered by insurance.

Schedule A
Scope of Services

3. The Contractor shall look up patient information to determine if the patient has insurance available. Snohomish County Corrections business office has a staff member that will provide known insurance information for inmate patients. All payments owed for inmates without insurance coverage shall be billed directly to Snohomish County Corrections Attn: Accounts Payable M/S 509, 3000 Rockefeller Ave, Everett, WA 98201. The County shall, within thirty (30) days of receipt of an invoice, make payment to the Contractor or make reasonable arrangements for payment acceptable to the County and Contractor.

Schedule B Compensation

Pricing will be based on actual acquisition cost (AAC) plus \$3.15 dispensing fee per prescription. Fees to be included in the final invoiced amounts are as follows:

1. A pharmacist serving as the primary contact.
2. A dedicated in-house pharmacy technician and backup technician.
3. Quarterly on-site inspection and meeting attendance coordinated with inspection.
4. Medication carts for the duration of the Agreement on loan.
5. One fax machine for the duration of the Agreement on loan. Replacement toner is the responsibility of the County.
6. Startup in-service and ongoing training.
7. Access to the Diamond Pharmacy Services web-based reconciliation program.
8. Access to the Diamond Pharmacy Services file manager financial reporting.
9. Access to Diamond Pharmacy Services Online Reporting Program (ORP).
10. Access to the Diamond Pharmacy Services clinical pharmacists and specialists.
11. 24/7/365 telephone consulting.
12. Monthly and ad hoc reports.
13. Any costs associated with the dispensing and delivery of medication to the jail.

The Contractor will provide monthly invoices in an electronic format through Excel spreadsheet to allow the jail to electronically compare all items billed to the facility. Any exception noted will be reported to the Contractor's billing department for immediate follow-up and resolution.

Schedule C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is entered into between Snohomish County (the “Covered Entity”) and Diamond Pharmacy, Inc. (the “Business Associate”), collectively (the “Parties”) and individually (a “Party”). This Agreement is effective as of the Effective Date below.

RECITALS

WHEREAS, Business Associate provides certain services to Covered Entity (the “Services”) that sometimes may involve (i) the creation, receipt, maintenance, transmission, or use of Protected Health Information and Electronic Protected Health Information by Business Associate, or (ii) the disclosure of Protected Health Information and Electronic Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate. Accordingly, the creation, receipt, transmission, or maintenance of Protected Health Information and Electronic Protected Health Information by Business Associate is subject to the Privacy, Security, Breach Notification, and Enforcement rules promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 C.F.R. Parts 160 and 164. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations at 45 C.F.R. § 164.504(e) and the HIPAA Security Regulations at 45 C.F.R. § 164.314(a).

WHEREAS, this Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed Protected Health Information and Electronic Protected Health Information to Business Associate, and under which Business Associate may create, receive, maintain, transmit, or use Protected Health Information and Electronic Protected Health Information on behalf of Covered Entity.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Covered Entity and Business Associate agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used in this Agreement, but not otherwise defined in this Agreement shall have the same meanings as those terms in the HIPAA Privacy and Security Regulations at 45 C.F.R. Parts 160 and 164. Unless otherwise stated, a reference to a “Section” is to a Section in this Agreement. For Purposes of this Agreement, the following terms shall have the following meanings.

1.1. Breach. “Breach” shall have the same meaning as the term “breach” in 45 C.F.R § 164.402

1.2. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.

1.3. Electronic Protected Health Information or EPHI. “Electronic Protected Health Information” or “EPHI” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- 1.4. Individual. “Individual” shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
 - 1.5. Individually Identifiable Health Information. “Individually Identifiable Health Information” shall have the same meaning as the term “individually identifiable health information” in 45 C.F.R. § 160.103.
 - 1.6. Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - 1.7. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - 1.8. Secretary. “Secretary” shall mean the Secretary of the federal Department of Health and Human Services or that person’s designee.
 - 1.9. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - 1.10. Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
2. Permitted Uses and Disclosures by Business Associate.
 - 2.1. General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity provided that Business Associate uses and discloses PHI in the following manner:
 - 2.1.1 Consistent with the minimum necessary policies and procedures of Covered Entity; and
 - 2.1.2 Would not violate 45 C.F.R. Subpart E if done by Covered Entity, except as specified in paragraphs 2.2 and 2.2 of this section
 - 2.2. Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:
 - 2.2.1. For the proper management and administration of Business Associate;

- 2.2.2. To carry out the legal responsibilities of Business Associate; or
 - 2.2.3. To provide Data Aggregation services to Covered Entity that relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.
- 2.3. Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:
- 2.3.1. The disclosure is Required By Law; or
 - 2.3.2. Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 2.4. De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information (“De-Identified Information”) is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.
3. Obligations and Activities of Business Associate Regarding PHI.
- 3.1. Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.
 - 3.2. Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
 - 3.3. Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or subcontractor or agent of Business Associate in violation of the requirements of this Agreement.
 - 3.4. Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
 - 3.5. Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor to whom Business Associate provides PHI that was created for or received from or on behalf of Covered Entity, has executed an agreement containing the same

restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate will ensure only those who reasonably need to know such information in order to perform Services receive such information and, in such case, only the minimum amount of such PHI is disclosed as is necessary for such performance.

- 3.6. Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity, to an Individual, that is necessary for Covered Entity to respond to Individuals' requests for access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a readable electronic format as agreed to by Covered entity and Individual.
- 3.7. Compliance with Requirements. To the extent Business Associate is to carry out Covered Entity's obligation under HIPAA, Business Associate will comply with the requirement applicable to such obligation.
- 3.8. Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.
- 3.9. Disclosure Documentation. Business Associate will document its disclosure of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with C.F.R. § 164.528.
- 3.10. Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.
- 3.11. Access to Business Associate's Internal Practices. Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI, including EPHI, created, used, disclosed, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, available to the Secretary or to the Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered

Entity, for purposes of the Secretary determining Business Associate or Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

- 3.12. Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such Breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.12.1. Notice to Covered Entity required by this Section 3.12 shall include (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach to mitigate harm to the individual(s) and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. §164.404(c).

3.12.2. After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained or otherwise possessed by Business Associate, or of a Breach involving Unsecured Protected Health Information for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

- 3.13. Remuneration in Exchange for PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless Covered Entity notifies Business Associate that it obtained a valid authorization from the Individual specifying that the Individual's PHI may be exchanged for remuneration by the entity receiving such Individual's PHI.

- 3.14. Marketing. Business Associate must obtain or confirm that Covered Entity has obtained an authorization for any use or disclosure of PHI for marketing, as defined in 45 C.F.R. § 164.501.

- 3.15. Exporting Information. Business Associate shall ensure that any agent or subcontractor to whom Business Associate provides PHI, as well as Business Associate, not export PHI beyond the borders of the United States of America.

4. Obligations of Covered Entity

- 4.1. Limited Disclosure Obligations. Covered Entity will limit the PHI provided to Business Associate to only that necessary to the business needs of Covered Entity. Prior to the transmission of PHI to Business Associate, Covered Entity will notify Business Associate of the need to transmit PHI and will arrange with Business Associate for the proper and secure transmission of such PHI.
- 4.2. Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions or uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 4.3. Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.
- 4.4. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and the HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities and legal responsibilities of Business Associate.

5. Security Restrictions on Business Associate

- 5.1. General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.
- 5.2. Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI, agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such EPHI.

- 5.3. Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware.
- 5.4. HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations with respect to all EPHI.

6. Term and Termination.

- 6.1. Term. This Agreement shall take effect on Effective Date, and shall terminate when all of the PHI disclosed to Business Associate by Covered Entity or created or received by Business Associate on behalf of Covered Entity, is destroyed according to applicable records retention guidelines or returned to Covered Entity, or, if it is infeasible to return or destroy PHI in accordance with applicable records retention guidelines, protections are extended to such information, in accordance with the termination provisions in this Section 6.
- 6.2. Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate that sets forth Covered Entity's determination that Business Associate breached a material terms of this Agreement, and Covered Entity may:
 - 6.2.1. Provide written notice to Business Associate that provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or
 - 6.2.2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure it not possible
 - 6.2.3. If neither termination nor cure is feasible as provided in Section 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.
- 6.3. Effect of Termination.

- 6.3.1. Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy in accordance with records retention guidelines all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2. In the event that Business Associate determines that returning or destroying the PHI in accordance with records retention guidelines is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction in accordance with records retention guidelines infeasible. Upon reasonable determination that return or destruction of PHI in accordance with records retention guidelines is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

7. Miscellaneous

- 7.1. Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.
- 7.2. Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for the Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days prior written notice to the party.
- 7.3. Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement (“Effect of Termination”) shall survive the termination of this Agreement.
- 7.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations and the HIPAA Security Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the sections and paragraphs themselves.
- 7.5. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 7.6. Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably

withheld provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of all the parties hereto and their permitted successors and assigns.

- 7.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.
- 7.8. Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.
- 7.9. Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either Party may provide to the other.

If to Covered Entity:

Karla Beers
Snohomish County
3000 Rockefeller Avenue, M/S 509
Everett, WA 98201

If to Business Associate:

Diamond Drugs, Inc.
645 Kolter Drive
Indiana, PA 15701
Attn: Jennifer Pittore
Chief Financial Officer

- 7.10. Counterparts. This Agreement may be executed in multiple counterparts all of which together will constitute one agreement, even though all Parties do not sign the same counterpart. Electronic or facsimile transmission of any signed original document, and retransmission of any signed electronic or facsimile transmission, shall be the same as delivery of an original.
- 7.11. Effective Date. This Agreement is effect on execution or on the first day upon which Business Associate received PHI from Covered Entity, whichever is earlier ("Effective Date").

7.12. Venue and Choice of Law.

- 7.12.1. This Agreement shall be governed by the laws of the State of Washington, without giving effect to any conflict-of-law provision that would result in the laws of any other jurisdiction governing this Agreement.
- 7.12.2. Each Party submits to the jurisdiction of any federal court sitting in the State of Washington and the Snohomish County Superior Court, in any action or proceeding arising out of or relating to this Agreement. Each Party agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.

8. Penalties.

- 8.1. Business Associate shall be responsible for the full cost of all civil and criminal penalties assessed upon Business associate as a result of the failure of the Business Associate, its officers, directors, employees, contractors or agents to comply with this Agreement. This obligation shall survive the expiration or termination of this Agreement.
- 8.2. Covered Entity shall be responsible for the full cost of all civil and criminal penalties assess upon Covered Entity as a result of the failure of Covered Entity, its officers, directors, employees, contractors or agents to comply with this Agreement. This obligation shall survive the expiration or termination of this Agreement

9. Applicability

The Parties recognize that this Agreement is intended to apply if HIPAA and HITECH are implicated by the work performed by a subcontractor for Business Associate or on its behalf. If HIPAA/HITECH does not apply, then the rights and obligations of the Parties under this Agreement are a nullity and the Parties agree that they must look elsewhere for a definition of their relative rights and obligations.

IN WITNESS WHEREOF, the Parties hereto have caused this BUSINESS ASSOCIATE AGREEMENT to be duly executed as of the Effective Date.

COVERED ENTITY:

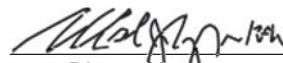
Klein, Ken

Digitally signed by Klein, Ken
Date: 2024.06.26 12:05:38 -07'00'

For Snohomish County

Date

BUSINESS ASSOCIATE:


For: Diamond
5/20/2024

Date

Diamond Pharmacy Services
Pricing Proposal To
Snohomish County Corrections (SCC), WA
January 24, 2024

Each prescription and stock piece will be billed as follows:

Actual Acquisition Cost (AAC) plus a dispensing fee of \$3.15

Regarding the Above Price

- ◆ Actual Acquisition Cost (AAC) is defined as Diamond's direct upfront wholesaler medication cost at the time of dispensing on patient specific and stock medications
- ◆ Maintenance medications are dispensed in a routine 15- or 30-day supply
- ◆ Acute medications are dispensed in the quantity as written by the prescriber
- ◆ Patient specific medications and prescription stock oral solids are dispensed in 30-count blister cards with one (1) unit per bubble. OTC stock may be purchased in the original manufacturer bottle. Non-oral solid stock medications are distributed as the individual purchase quantity
- ◆ All rates are based on Diamond being SCC' exclusive pharmacy provider (other than those medications sourced locally for urgent needs) for medication dispensing and pharmacy program management services

The Above Bid Rate Includes

- ◆ Patient specific prescription dispensing, pharmacy benefit management, stock distribution services, and standard delivery of medication to a single delivery location at SCC from Diamond
- ◆ Two Diamond pharmacists serving as the primary contacts and account managers
- ◆ A pharmacist for up to quarterly on-site inspections where required by law or NCCHC accreditation. All other inspections are billed as a pass-through cost for time and travel if provided by Diamond; or, as billed to Diamond if provided by a local pharmacist
- ◆ Pharmacist participation in up to quarterly P&T meetings via teleconference or webinar, if requested
- ◆ 24-hour a day, 7-day a week, and 365-day a year (24/7/365) telephone consulting
- ◆ Medication cart(s) already provided on loan for the duration of the contract (when all medications are purchased from Diamond) will be repaired or replaced at the discretion of Diamond
- ◆ A fax machine already provided on loan for the duration of the contract will be repaired or replaced at the discretion of Diamond unless using an online ordering program.

- ◆ Replacement toner can be purchased from Diamond or elsewhere at SCC's expense
- ◆ 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 Sapphire CPOE/eMAR as the primary software for CPOE and eMAR and when all orders are submitted via Sapphire and all medications are purchased from Diamond
- ◆ No additional charges for Sapphire CPOE/eMAR routine software updates, initial jail management system (JMS) interfacing, and 24/7 IT support. SCC will be responsible for charges related to appropriate hardware, IndeTrust USB EPCS token(s) (for electronic prescribing of controlled substances), internet access, and any programming or interface expenses if the desire is to have CorEMR interface with Sapphire based on Sapphire provided specification requirements
- ◆ No additional charges for Sapphire CPOE/eMAR initial training. Initial training consists of virtual support by a trained Sapphire Implementation Specialist for a period of two (2) hours the week before eMAR go-live. Additional training can be requested at the following rates: \$75.00 per hour for virtual training; and onsite training is billed at \$3,000 per trainer per week (40hrs over 5 days) plus expenses.
- ◆ Access to Diamond's free web-based electronic reconciliation (medication check-in and credit) program
- ◆ Access to Diamond's free web-based Online Reporting Program (ORP) and utilization dashboard
- ◆ One handheld tethered scanner is already provided on loan at no charge to be used for electronic medication reconciliation (check-in) and medication return processing, if requested
- ◆ Should the state board of pharmacy or other regulatory agencies prohibit Diamond from providing any products or services at no charge, we will provide these services as a pass-through charge and renegotiate the bid rate, if necessary

Additionally

- ◆ If SCC is seeking a comprehensive electronic health record (EHR)/electronic medical record (EMR) solution other than CorEMR, Diamond offers Sapphire EMR/EHR at a separate negotiable price
- ◆ For any pharmacy interfaces, including those for prescription transmission, with EMRs/EHRs other than Sapphire, or third-party vendors, Diamond will be responsible only for standard interface charges and standard programming required on Diamond's end of the interface provided the requirements are in HL7 version 2.3 or NCPDP XML accepted standards. Any other interfaces or requirements beyond these and other currently established specifications and transmission fee charges will be mutually agreed upon and billed as a pass-through charge. Interfacing as well as any other costs with automated dispensing machines are outside the scope of this agreement and will be negotiated separately.
- ◆ In the event an EHR/EMR, JMS company, switch company, or any other company charges a transmission, submission, or other fee or charge, it 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, drug dispensing 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
- ◆ If SCC requires fewer days in your routine supply of maintenance medications or if you require packaging other than blister cards for patient specific or stock medications, a new rate will be negotiated
- ◆ When needed, 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 and may be require shipping to be billed as a pass-through cost on select items
- ◆ When needed, specialty pharmaceutical items - those items that are not available through normal wholesale channels without manufacturer or FDA program authorization or 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 by our wholesaler or from the specialty pharmacy plus two-hundred and fifty (\$250) dollars per prescription
- ◆ When needed, compounded IV Medications – those medications that are compounded by a Diamond IV Specialist or that are prepared by a Diamond IV Specialist in kits (with dry powder vials and reconstitution liquids) for infusion at the facility and stock IV medications are billed at the Average Wholesale Price (AWP) per ingredient as published by Medi-Span, plus five-dollars (\$5.00) per piece
- ◆ When needed, Total Parenteral Nutrition (TPN) Products will be billed at the AAC per ingredient plus a dispensing fee of one-hundred dollars (\$100.00) per bag
- ◆ When needed, non-sterile compounded medications will be billed at Diamond's Actual Acquisition Cost per ingredient plus compounding labor plus twenty-five dollars (25.00) per piece
- ◆ Optional Service: Non-formulary Alternative Treatment Recommendations (ATRs) are an enhanced clinical service beyond the scope of this agreement and are provided with appropriate access to the patients' full medication chart, at a rate of three hundred and fifty dollars (\$350) per month per facility code, if requested
- ◆ Optional Service: Patient care plan development and virtual pharmacy consultations, if requested will be provided at a rate of one hundred and twenty-five dollars (\$125.00) per care plan and at a rate of \$125.00 per hour for requested virtual pharmacy consultations
- ◆ Diamond will work with any covered entity to establish and manage a 340B program and will negotiate an agreement directly with the entity outside the scope of this agreement
- ◆ If the services of a reverse distributor are needed for the disposition of controlled substances or other medications or drug devices, those charges are at SCC's expense through a direct contract with SCC and the reverse distributor
- ◆ If the services of a waste company become necessary for the disposition of hazardous and non-hazardous pharmaceutical waste, those charges are at SCC's expense a through direct contract with SCC and 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, or if deliveries are required to

multiple locations within a correctional complex, or if medications are shipped to correctional institutions other than to SCC, those shipping costs are billed a pass-through charge

- ◆ Any common carrier or courier fuel charges that are billed to Diamond are invoiced to SCC as a pass-through cost, without any additional markup from Diamond, on that month's billing cycle.
- ◆ SCC is responsible for damaged or lost Diamond equipment provided on loan
- ◆ Diamond will serve as the pharmacy benefit manager of record and will maintain a drug formulary, will manage pharmaceutical expenditures, be in control of the prescription claims, and may benefit exclusively through any subsequent remunerations generated due to these services

Credit on Returns

Diamond will provide credit on oral solid medications in full and partial blister cards at one hundred percent (100%) of the actual acquisition cost of the medication at the time of dispensing less a one dollar and sixty-five cents (\$1.65) processing fee per returned card.

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 or have been adulterated
- ◆ Are not within 4 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 substance medications
- ◆ Are not refrigerated items
- ◆ Are not dispensed in strip packaging
- ◆ Are not specialty, REM's, or limited distribution medications
- ◆ Have not been billed to a private insurance, third party, USM, ICE, 340B, or Medicaid
- ◆ Were originally purchased from Diamond

Diamond offers credit on full and partial blister cards.

Diamond is responsible for ground shipping costs for all returned medications and provides your facility(ies) with prepaid, preaddressed FedEx or UPS return labels. These labels are simply affixed to the return box and handed to the FedEx or UPS delivery driver during their normal pickup/delivery to your facility(ies). All return procedures are reviewed during facility orientation and transition.

In 2023, Diamond provided \$21.3 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, medications dispensed in strip packaging, medications dispensed in original manufacturer unit dose packaging, 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. Brand name medications will not be eligible for credit upon return to Diamond once a generic equivalent has come to market or has been approved by the FDA. Oral solid medications returned in sealed manufacturer bottles will be eligible for credit in accordance with the policy above. Credit will only be issued on medications that Diamond currently stocks and can be redistributed to other clients for administration prior to expiring. Diamond will abide by all current and future Board of Pharmacy and Federal provisions regarding medication reuse and will only credit medications that are permitted per reuse, these regulations will automatically amend what is proposed in this agreement. 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.

Payment Terms

- ◆ Invoicing will occur monthly. Payment shall be made by check or EFT (Electronic Funds Transfer in the form of ACH or Wire) from SCC to Diamond within thirty days of receipt of invoice by SCC. A finance charge of one and one quarter percent (1.25%) per month will be charged on all amounts received thirty days past the end of the billing cycle
- ◆ Hepatitis C medications are invoiced twice monthly and payment terms are net 30-days
- ◆ SCC 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 SCC provides a tax exemption certificate (blanket or transaction specific) to Diamond in a timely manner
- ◆ Payment by credit card or purchase card will be assessed a three percent (3%) convenience fee
- ◆ Diamond's dispensing and return processing fee will remain fixed and firm through March 31, 2025, and will be increased on April 1, 2025, and each April 1st thereafter by four percent (4%)
- ◆ Billing disputes must be requested within thirty days from the time invoiced was received by SCC. Any items not in dispute are required to be paid and are not to be withheld
- ◆ In the event that local, state, or federal laws, rules, or regulations change that affect the services offered either operationally or financially, the parties shall work together in good faith to negotiate new rates
- ◆ Services and programs outside the specifications of this document, based on the unique needs of SCC will have any additional costs, management fees, or dispensing fees, negotiated in good faith between SCC and Diamond for the provision of those unique services that are not listed herein.

Note

Diamond is the nation's largest provider of correctional pharmacy services and has the largest purchasing power in the industry. Diamond purchases our medications from Cardinal Distribution—a nationally recognized distributor—and from several manufacturers and generic distributors. We also participate in national group purchasing organizations (GPOs) that further negotiate favorable drug pricing for Diamond. These contract prices are seen in the low medication costs that we subsequently offer to our customers.

With Diamond's unprecedented growth, we increase our customer base year after year, and this has allowed us to negotiate even lower rates with our suppliers on both brand name and generic medications. We then pass the additional savings on to you. Your pharmacist account manager also receives a daily price file that allows us to swiftly notify you of significant price changes. We will continue to maximize cost avoidance to SCC while maintaining the highest clinical standards with available alternative therapies that maintain positive patient outcomes.

Please also realize that Diamond provides financial value and benefits in other areas such as:

- ◆ Preventing fines and disciplinary actions to SCC since 2013 by adherence to regulatory agencies and accrediting agencies regarding stock distribution and repackaging services
- ◆ 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
- ◆ Proper licensure as a wholesaler in the state of Washington for stock distribution
- ◆ Registered with the FDA as a repackager for the distribution of stock in cost-effective 30-count blister cards and any packaging that alters the original manufacturer packaging
- ◆ Drug Quality and Security Act (DQSA) compliance regarding stock distribution and electronic tracking of transactional history information
- ◆ Experience and expertise regarding interface design with many of the leading industry EHR providers, including CorEMR and SapphireEHR
- ◆ Inventory management and reconciliation programs that are completely hosted at no additional cost
- ◆ 24/7/365 access to online reporting program at no additional cost
- ◆ AAHIVE accredited pharmacist expert on staff that will lower HIV and Hepatitis C expenditures

Eighty-five to ninety percent of your pharmacy spend is directly tied to your acquisition cost of medications, and not to the dispensing fee. Members of an evaluation committee may see a lower dispensing fee submitted by a bidder without considering the acquisition cost of the medications or a bidder's credit policy which also impacts overall pharmacy program management costs.

Do not be led into believing that all potential bidders have the same medication acquisition costs. When it comes to medication purchasing power, more buying volume means lower medication acquisition costs for Diamond clients and contracting with a pharmacy with lower medication cost will naturally yield savings to SCC.

Historically, when assessing actual competitor invoices that we obtain through FOIA requests, Diamond's actual acquisition cost on brand name medications is typically between 3% and 5% lower than other industry providers. For generic medications, on average we typically are up to 20% lower in acquisition costs than other industry providers. Diamond provides significant savings through lower medication acquisition costs.

Over the past year, there unfortunately seems to be a higher incidence of questionable pricing being submitted when it comes to pharmacy procurements. There have been cases where bidders have submitted inexplicably low medication acquisition cost pricing on a list of medications similar to the list requested by SCC on Attachment A-1-R that is simply inaccurate based on our knowledge and experience within the industry. This disparity is difficult to explain.

On some pricing lists, it appears bidders have obtained medications on short-dated contracts or from websites that offer temporary short-term discounts to show lower pricing on a medication price list. These bidders, however, cannot charge that price when the medications are actually dispensed since the short-dated pricing is no longer available. At the time of dispensing, they will bill you for medications that are available in the marketplace— which are at a higher, but more realistic, cost. Therefore, the prices represented on the price lists submitted with their proposals may not be indicative of the price SCC will be invoiced.

In other situations, bidders have interpreted metric quantities for items on pricing sheets in ways that result in significant and inaccurate representations of the true cost of the medications when your facility would ultimately be invoiced. This strategy makes the medication's price submitted on the price list appear very low, but the actual cost to the facility at the time of dispensing would likely be much higher. Typical items that are subject to such manipulation include inhalers, topical creams, ointments, and injections.

For example, one bidder will provide a price on one unit, such as a 10 mL vial of insulin, whereas another bidder will provide the price on 1 mL of insulin despite the fact that dispensing 1mL of insulin is impossible. Some bidders will price out a quantity of 1 inhaler when asked for a unit and others will price it out deceptively for 1 gram to lower the pricing, but which again is a quantity that is impossible to be dispensed.

For evaluation purposes these tactics will lower a bidder's overall medication prices and make them look more favorable to an evaluator. However, that bidder ultimately may not be the bidder able to provide the lowest prices during the term of the contract, and their selection is not in the best interests of SCC. During your evaluation of medication pricing on the list of medications in your RFP and Attachment A-1-R, we ask for the opportunity to clarify any pricing discrepancies that may be noted by your team; especially line items that are abnormally low respective to other bidders.

Diamond believes in an honest approach to business and fair pricing for our clients. We may not always have the lowest dispensing fee amongst competing respondents; and that is fine, as we do not compromise our levels of service or excellent industry reputation to simply meet minimum RFP standard requirements.

As SCC has known since 2013, our value and benefit to client partners is found in the delivery of superior products and services, responsive pharmacist account managers, pharmacist accessibility 24 hours per day

and every day of the year, innovative solutions, low medication acquisition costs, strong formulary management, and the multitude of key differentiators that we highlighted in our proposal. And all at a very fair price.

Over 1,800 correctional institutions put their trust in Diamond every day for their medication dispensing and pharmacy program management needs. We hope there is an opportunity during the evaluation process for a live, virtual, or web-based presentation to your team so we can further discuss, in greater detail our innovative proposal recommendations and aggressive pricing model that is being offered to retain your business for another contract term.

Thank you for your time and consideration of Diamond Pharmacy Services.

RFP-24-001BC

PHARMACY SERVICES, CORRECTIONS

ATTACHMENT A-1-R PRICE SCHEDULE

Proposer Name: Diamond Pharmcay Services

Section 12 G. Cost Proposal

7/2022-7/2023 Actual Dose Usage		Prescriptions	Metric Quantitiy	Cost Per Drug Item Assuming Quantity in Column D
1	44,880	Peg 3350 Powder	4000	\$23.15
2	41,190	Buprenorphine 8mg SL Tab	30	\$24.88
3	21,500	Acetaminophn ER 650mg Tab	30	\$4.82
4	17,808	Magnesium Oxide 400mg Tab	30	\$3.86
5	15,600	Omeprazole 20mg Capsule	30	\$4.26
6	14,070	Ibuprofen 600mg Tablet	30	\$4.28
7	11,130	Amoxicillin 500mg Capsule	30	\$5.72
8	10,140	HydrOXYzine HCl 50mg Tab	30	\$5.07
9	6,720	Naproxen 500mg Tablet	30	\$4.96
10	2,850	Levalbuterol HFA Inhaler	1 inhaler	\$62.10
11	1,170	Paliperidone ER 3mg Tab	30	\$95.55
12	1,005	Latuda 20mg Tablet	30	\$7.59
13	750	Xeljanz 5mg Tablet	30	\$2,801.13
14	690	Spiriva 18mcg Handihaler	1 inhaler	\$451.19
15	420	Xarelto 15mg Tablet	30	\$509.61
16	420	Trelegy Ellipta 100 Aer	1 inhaler	\$639.46
17	390	Xarelto 20mg Tablet	30	\$509.61
18	390	Eliquis 5mg Tablet	30	\$290.69
20	375	Vraylar 1.5mg Capsule	30	\$1,335.38
21	350	Naloxone 4mg/0.1ml Spray	1 box	\$48.15
22	300	Eliquis 2.5mg Tablet	30	\$290.69
23	292.5	Latuda 40mg Tablet	30	\$9.93
24	195	Jardiance 10mg Tablet	30	\$570.74
25	254	Tivicay 50mg Tablet	30	\$2,187.21
26	150	Hydroxyzine 50mg/ml Sdv	1 vial	\$31.28
27	122.4	Budes/Formot 160-4.5 Aer	1 inhaler	\$302.65
28	112.2	Budes/Formot 80-4.5 Aer	1 inhaler	\$260.53
29	105	Biktarvy Tablet	30	\$3,854.97
30	105	Latuda 120mg Tablet	30	\$17.48
32	90	Descovy 200-25mg Tablet	30	\$2,133.88
33	74	Triumeq 600-50-300 Tablet	30	\$3,628.88
34	63	Prezcobix 800-150 Tablet	30	\$2,320.19
35	60	Bicillin LA 2.4munit/4ml	1 syringe	\$502.83

RFP-03-13: Jail Pharmacy Services

Revised Price Schedule

36	40	Stribild Tablet	30	\$4,043.71
37	40	Bicillin LA 1.2munit/2ml	1 syringe	\$246.97
38	30	ERTAPENEM 1GM/NSS 100ML	100ml	\$34.20
39	28	Epinephrine 0.3mg Inj 2pk	1 box	\$303.14
40	19.5	Invega Sust 234/1.5 Syrin	1 box	\$3,240.84
41	12	Cosentyx 150mg/ml Syr	1 syringe	\$3,349.42
42	12	DUPIXENT 300MG/2ML Pen	1 pen	\$1,842.95
43	11	Enbrel 50mg/ml Syringe	4 syringes	\$7,164.42
44	9	Invega Sust 156mg/ml Syr	1 syringe	\$2,161.66
45	11	Taltz 80mg/ml Inj	1 injection	\$6,694.11
46	8	Dupixent 300mg/2ml Inj	2 syringes	\$3,682.75
47	4	Abilify Maint. 400mg Vial	1 syringe	\$2,581.39
48	4	Aimovig 140mg/ml Inj	1 injection	\$731.31
50	3	Invega Sust 117mg /0.75ml	1 syringe	\$1,621.97
Sub Total:				\$60,641.55

Section 4 D: Medication Dispensing Cabinet

Description		Price/Cost
Hardware and Peripherals	not to exceed	\$10,000.00
Installation and Set-Up		\$0.00
Customization and Integration	programming	TBD
Training		\$0.00
Sub-Total		\$10,000.00

Ongoing Maintenance and Support Medication Dispensing Cabinet

Description		Price/Cost
Ongoing Maintenance and Support (annual)		\$1,000.00

Additional Services or Required Items (describe in detail)

Description		Price/Cost
Please see our pricing proposal for details of all products and services provided by Diamond		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00