RESOLUTION AWARDING BID FOR PHARMACEUTICALS FOR PRISONERS IN THE LAW ENFORCEMENT CENTER AND JUVENILES IN THE JJC FOR THE SHERIFF’S OFFICE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for pharmaceuticals for prisoners have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

1. The low bid of Clinical Solutions, LLC for Pharmaceuticals for Prisoners in the LEC and Juveniles in the JJC in the amount of 2% off Brand and 90% off Generic based on the Wholesale Acquisition Cost is accepted, ratified, and confirmed.

2. This Board’s Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 8th day of May, 2018.

ATTEST:

Sarpy County Board Chairman

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners
From: Beth Garber
Re: Pharmaceuticals for Jail and JJC

On April 26, 2018, three (3) bids were opened for Pharmaceuticals for the Law Enforcement Center and Juvenile Justice Center. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Clinical Solutions, LLC for 90% off the Wholesale Acquisition Cost (WAC) for generic medications and 2% off the WAC for brand name medications. The County spent approximately $171,013 for jail and JJC pharmaceuticals for fiscal year 2017. In order to evaluate the bids, we requested vendors to submit proposed pricing discounts and pricing on the top 100 medications prescribed. There is a 72% difference in the top medication pricing between our current vendor and Clinical Solutions.

Staff from Human Services and the jail contacted Clinical Solutions references and they were extremely positive. The references stated Clinical Solutions has helped their facility streamline dispensing and providing a formulary that reduced costs and increased service. References also stated that Clinical Solutions excels in customer service with appropriate flexibility to meet the facility needs.

Please contact me with any questions at bgarber@sarpy.com.

May 4, 2018

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
    Capt. Richards
    Kyla Frederick
    Tami Steensma
    Sharon Boehmer
    John Hubbard

Beth Garber
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a
body politic and corporate, and hereinafter “County”, and Clinical Solutions, LLC, hereinafter “Vendor”.

WHEREAS, County is desirous of contracting for Pharmaceuticals for Prisoners in the Law
Enforcement Center and Juvenile Justice Center for the Sheriff’s Office; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor
in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and
covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

A. Services to be rendered by Vendor under this Agreement shall be all those services
necessary and proper for the installation and materials for Pharmaceuticals for Prisoners
in the Law Enforcement Center and Juvenile Justice Center in conformity with each and
every term, condition, specification, and requirements of the Bid Specifications and the
Bid submitted by the Vendor.

B. All provisions of each document and item referred to in Paragraph A above shall be
strictly complied with the same as if rewritten herein, and in the event of conflict among
the provisions of said documents, the provisions most favorable to the County shall
govern.

C. Prior to the commencement of any work, Vendor will place on file with the Sarpy
County Clerk, the required certificates of insurance, if applicable.

D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev.
Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal
immigration verification system to determine the work eligibility status of new
employees physically performing services within the State of Nebraska. A federal
immigration verification system means the electronic verification of the work
authorization program authorized by the Illegal Immigration Reform and immigrant
Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an
equivalent federal program designated by the United States Department of Homeland
Security or other federal agency authorized to verify the work eligibility status of a
newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available
on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien,
the Vendor agrees to provide the U.S. Citizenship and Immigration Services
documentation required to verify the Vendor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor’s bid. Such invoices shall be submitted to:

Sheriff’s Office
Sarpy County Courthouse
1208 Golden Gate Drive
Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor’s bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor’s bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.
V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Vendor: Clinical Solutions, LLC
Ms. Christi Throneberry
416 Mary Lindsay Polk Dr., Ste. 515
Franklin, TN 37067
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 8th day of May, 2018.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Chairperson
Sarpy County Board of Commissioners

Vendor: Clinical Solutions, LLC

By: CEO

Title:
<table>
<thead>
<tr>
<th></th>
<th>Diamond Pharmacy Services</th>
<th>Clinical Solutions, LLC</th>
<th>Seacoast Medical</th>
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<tr>
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<td>-2%</td>
<td>Incomplete Bid</td>
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<tr>
<td>WAC +/- Generic</td>
<td>Minus 95% AWP</td>
<td>-90%</td>
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<tr>
<td>Total Jail Price</td>
<td>$25,823.80</td>
<td>$11,314.08</td>
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<tr>
<td>Total JJC Price</td>
<td>$1,824.50</td>
<td>$1,611.66</td>
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</table>
RFP PHARMACEUTICALS FOR PRISONERS IN THE LAW ENFORCEMENT CENTER AND JUVENILE JUSTICE CENTER FOR THE SHERIFF'S OFFICE

APRIL, 2018
April 25, 2018
Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

RFP Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center for the Sheriff's Office

Dear Ms. Houghtaling and Sarpy County Officials,

Thank you very much for considering our RFP Response to provide Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center for the Sheriff's Office. As the only WBE-certified (woman-owned) correctional pharmacy company exclusively servicing Correctional Facilities offering dispensing and management services, we are excited to bid on this project.

In response to the contents of this RFP, we are confident that providing Clinical Solutions' signature level of highest-quality pharmacy services to Sarpy County will fully address all stated requirements, as well as any unanticipated needs, as they arise.

Clinical Solutions' office occupies a newly remodeled 40,000 square foot office space with state-of-the-art automation. This facility, with its build-out and packing/shipping automation, has the capacity to fill over 45,000 prescriptions daily.

In a year when rising drug prices dominated the news, Clinical Solutions' clients experienced a much different - and better - story. Our clients experienced a minimal 1.5-2% annual drug spend increase (industry average increase was 8-16%) due to our pro-active, proprietary Discern program. We are qualified corrections specialists with a solid, successful history of providing comprehensive pharmacy services to state and county correctional facilities, pro-actively applying all available cost-saving opportunities via programs such as Discern.

In addition to Discern, our proactive pharmaceutical opportunity buys have saved our clients millions of dollars annually. For example, once news of a significant price increase for Humulin was released by the manufacturer in October, 2016, Clinical Solutions proactively secured a two (2) year supply of the product for our clients at the lower price of $12.80 per vial prior to the price increase implementation on January 1, 2017. This resulted in an overall cost savings for our clients of over $2M. Clinical Solutions will gladly apply these same proactive purchasing initiatives to the Sarpy County Correctional Facilities contract.

Clinical Solutions is one of the few companies in this industry licensed as an FDA Repackager and Wholesaler, allowing for the legal distribution of stock medications as required by Sarpy County. Clinical Solutions holds a Nebraska Out of State...
Pharmacy License. By holding an FDA repacking license as well as a Wholesale license, Clinical Solutions fully complies with all Drug Quality Security Act (DQSA) regulations related to wholesaling and FDA repackaging for stock distribution.

Our nimble, energetic infrastructure positions us to work, literally, side-by-side and on-site as needed with contracted healthcare, management and government staff, consistently doing whatever it takes to meet pharmacy objectives and exceed expectations, which we forecast, according to the RFP requirements provided and our proven past outcomes, will result in increased work flow and delivery efficiency, and a significant and sustained reduction in overall medication costs. Our cost proposal will reflect low pricing and we look forward to collaborating with you on additional savings measures in detail.

Clinical Solutions' corporate Mission Statement is centered around our superior customer service and is the cornerstone of our business. Sarpy County Correctional Facilities will have several team members assigned to service their account, from the facility level to upper management and County Official level. Each team member is assigned different levels of contacts for communication and relationship building based upon their specific skill set and training. Our Client Management team encourages a "Rapid Response" philosophy and will reply to all inquiries and requests immediately with resolution within 24 hours. Clinical Solutions can ensure superior customer service to Sarpy County Correctional Facilities by taking this team approach for follow-up with regard to Client Management services.

Ms. Houghtaling and Sarpy County Officials, we are excited about the privilege to partner with Sarpy County Correctional Facilities to deliver excellence in integrated pharmacy products and services for the highest-quality health and fiscal benefit for all involved.

Again, thank you for this opportunity, we look forward to a productive future together.

Sincerely,

Christi A. Throneberry, CEO and Owner, PharmD, CCHP
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COMPANY NAME: Clinical Solutions, LLC

Sarpy County, Nebraska
Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center
Bid Form

Wholesale Acquisition Costs (WAC) – Brand Name:

WAC: + _______ N/A _______ %

OR

WAC: - _______ 2 _______ %

Wholesale Acquisition Costs (WAC) – Generic:

WAC: + _______ N/A _______ %

OR

WAC: - _______ 90 _______ %

*Prices are to be F.O.B. - Sarpy County

*Medications will not be sold below Clinical Solutions’ Actual Acquisition Cost (AAC). If the stated discount to WAC causes a medication to calculate below AAC, the medication will be charged at Clinical Solutions’ Actual Acquisition Cost.

Company Information

Years in business: 14

# of employees 80

Total sales last 3 years

$37,068,432

$34,903,811

$14,212,476
SECTION 1 (CONTINUED)

References

Company Name: **Williamson County Jail**
Address: 408 Century Court, Franklin, TN 37064
Contact Name: Capt. Mike Dobbins Phone Number: 615-456-7479
Date of Purchase: 2/15-Present Email: MikeDobbins@Williamson-tn.org

Company Name: **Southern Health Partners**
Address: 2030 Hamilton Place Blvd., Ste. 140, Chattanooga, TN 37421
Contact Name: Jennifer Hairslne Phone Number: 423-280-0793
Date of Purchase: 5/04-Present Email: Jennifer.hairsine@southernhealthpartners.com

Company Name: **Alameda Juvenile Detention Center**
Address: 747 52nd St., Oakland, CA 94609
Contact Name: Shanta Ramdeholl Phone Number: 510-667-3131
Date of Purchase: 4/10-Present Email: SRamdeholl@mail.cho.org

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1
Addendum #2

Attachments:
1. License Pages 13-14
2. Pharmacy Location & Hours Page 76
3. Price Verification Procedure Page 69
4. Ordering Process Pages 30-31
5. Delivery Schedule Page 41
6. Return Policy Pages 52-53

**Clinical Solutions, LLC**
Company Name

**Christi Throneberry**
Company Representative (Please print)

Authorized Signature

416 Mary Lindsay Polk Dr., Ste. 515
Address

Franklin, TN 37067
City, State & Zip

**Christi@Clinicalsolutionspharmacy.com**
E-Mail Address

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.*
2.1 License
Vendor shall attach copy of license from the State of Nebraska.

Clinical Solutions, LLC is a Tennessee licensed institutional pharmacy as well as a Licensed Drug Wholesaler. Clinical Solutions holds a Nebraska Non-Resident Pharmacy License. By holding an FDA repacking license as well as a Wholesale license, Clinical Solutions fully complies with all Drug Quality Security Act (DQSA) regulations related to wholesaling and FDA repackaging for stock distribution.

Clinical Solutions, LLC is in good standing with the Tennessee Board of Pharmacy and the Nebraska Board of Pharmacy. Copies of all pertinent licenses can be found on the following pages 11-15.

<table>
<thead>
<tr>
<th>LICENSE/PERMIT</th>
<th>LICENSE NUMBER</th>
<th>EXPIRATION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tennessee Board of Pharmacy Permit</td>
<td>0000004042</td>
<td>10/31/18</td>
</tr>
<tr>
<td>Tennessee Board of Pharmacy Wholesale/Distributor Permit</td>
<td>0000003566</td>
<td>8/31/18</td>
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<tr>
<td>Nebraska PIC License</td>
<td>14023</td>
<td>1/1/2020</td>
</tr>
<tr>
<td>Controlled Substances Registration Certificate</td>
<td>BC8847444</td>
<td>8/31/2019</td>
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</tbody>
</table>
STATE OF TENNESSEE
DEPARTMENT OF HEALTH

TENNESSEE BOARD OF PHARMACY
PHARMACY
CLINICAL SOLUTIONS, LLC.
416 MARY LINDSAY POLK DR.
SUITE 515
FRANKLIN TN 37067

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 0000004042
EXPIRATION DATE: 10/31/2018

[Signature]
DIRECTOR, HEALTH RELATED BOARDS

CONTROLLED SUBSTANCE REGISTRATION

SECTION 2.1 (CONTINUED)
This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 0000003566
EXPIRATION DATE: 08/31/2018

Director, Health Related Boards
Certification of Nebraska Licensure

IT IS HEREBY CERTIFIED THAT THE INFORMATION LISTED IN THIS CERTIFICATION IS ACCURATE AND CORRECT AS OF THE DATE CREATED.

Certification Date: Wed Apr 25 16:04:14 2018
License Number: 14023
Profession: Pharmacy
License Type: Pharmacist

Name on License: Christi Anne Throneberry PharmD
Country: United States
Profession Name: Pharmacy
License Type: Pharmacist
License Number: 14023
Date of Issuance: 2012-08-28
Date of Expiration: 2020-01-01
License Status: Active
Effective Date of Status: 2012-08-28
Reason for License Status: License Issuance

School: Samford University
Date: 05/25/2002

Disciplinary/Non-Disciplinary Information

Additional information may be obtained from the Licensure Unit (402) 471-2115 if actions are listed.

Start                      End                      Disciplinary/Non-disciplinary Action
None on record at this time
With regard to stock medication repackaged blister cards, Clinical Solutions, LLC is a Tennessee licensed institutional pharmacy as well as a Licensed Drug Wholesaler. By holding an FDA repacking license as well as a Wholesale license, Clinical Solutions fully complies with all Drug Quality Security Act (DQSA) regulations related to wholesaling and FDA repackaging for stock distribution.

Drug Supply Chain Security Act (DSCSA) implemented language around how much stock distribution licensed pharmacies can distribute. Clinical Solutions is one of the few companies in this industry licensed as an FDA Repackager and Wholesaler, allowing for the legal distribution of stock medications as required by Sarpy County. Over the past three (3) years, Clinical Solutions has become an FDA Repackager and licensed Wholesaler to distribute stock medication. We are well-versed in good manufacturing practices and maintain a robust set of Standard Operating Procedures for both lines of business.

Clinical Solutions agrees to fully comply with all pedigree requirements for DSCSA. Clinical Solutions has a dedicated pharmacy regulatory division and began implementing phases of the DSCSA in 2013 when the Act was signed. Even though DSCSA has a ten (10) year roll-out requirement for certain deliverables, Clinical Solutions has already implemented some of the major milestones such as 2D barcode pharmacy reading which is not required until later this year. We have also accomplished many of the steps not required until 2023.
Clinical Solutions maintains the "3 Ts": transaction information, transaction history, and transaction statements. Sarpy County can access these transaction documents by logging into our modern, feature rich, and secure customer portal. Clinical Solutions utilizes TrackTraceRx which provides TI/TS/TH supporting EDI, FTP, Paper, Manual, VAN and EPCIS. TrackTraceRx has built an electronic interoperable system that can track and trace types of prescription drugs as they are sold and distributed in the United States.

TrackTraceRx features:

- Attachment Merging (uploaded attachments are merged as a transaction history)
- Support for Multiple Locations (all transactions are received and associated with a specific location and to a specific user access)
- Inventory Management
- Line Management System or EDGE Integration
- ERP/WMS Integration
- Trading Partner License Management
- Inter Company Transfer
- Repackager Support
- Quarantine Audit Support
- API Access

TrackTraceRx has developed the only solution that approaches traceability focusing on the following touch points:

T3 Management: Product identification and ownership requires keeping transaction records of TH (Transaction History), TI (Transaction Information), and TS (Transaction Statement).

Exchange and Repository: The open API allows easy data exchange between Clinical Solutions and our respective trading partners. The repository provides easy access for backups and historical snapshots of our data for retrieval. This data will be stored for up to six (6) years.

Detection and Response: TrackTraceRx detects exceptions and provides easy to use visibility to our traceability data. Clinical Solutions is able to retrieve our traceability data (T3s) in a matter of seconds.
TrackTraceRx has created a network of interchangeable traceability environments between our suppliers, vendors, and clients by integrating with top pharmaceutical companies.

Clinical Solutions maintains a policy and procedure for investigating potential illegitimate or misbranded/adulterated products received by our wholesalers. This involves validating transaction history from previous chain of custody prior to dispensing the product.

Clinical Solutions takes great pride in maintaining the strictest of procedures for validation of all wholesalers utilized by our company. Our regulatory division maintains licensure for all wholesalers utilized as well as questionnaires sent to each wholesaler addressing their Standard Operating Procedures. Lastly, Clinical Solutions' regulatory division visits our primary wholesaler's place of business in person annually.

Please see below and on the following pages 18-19 for screenshots outlining the TrackTrace process for online ordering, transaction information, and transaction history.
SECTION 2.1 (CONTINUED)

See below and on the next page proof of Clinical Solutions Wholesale's registration as a repackager and a relabeler with the FDA. This documentation shows Clinical Solutions operates in compliance with all DQSA regulations and that our bid is responsive.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>FDA Establishment Identifier</th>
<th>DUNS</th>
<th>Business Operations</th>
<th>Address</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLINICAL SOLUTIONS WHOLESALE, LLC</td>
<td>0</td>
<td>078710347</td>
<td>REPACK;</td>
<td>416 Mary Lindsay Polk Dr Ste 519, Franklin, Tennessee (TN) 37067, United States (USA)</td>
<td>12/31/2018</td>
</tr>
</tbody>
</table>
eDRLS - Electronic Drug Registration & Listing System

Current Date: 04/08/2013
Labeler DUNS: 078710347
Labeler Name: Clinical Solutions Wholesale
Labeler Code: 58118

The Food and Drug Administration (FDA) has assigned the above Labeler Code Number to your firm. Please resubmit your Labeler Code Request SPL with the assigned number above to complete the assignment.

This Labeler Code should be used on all forms related to drug establishment registration and/or drug product listing. Per Title 21, Part 207 of the Code of Federal Regulations (CFR), owners or operators of an establishment entering into the manufacture or processing of a drug or drugs shall drug list, every drug in commercial distribution within 5 days after the beginning of operation.

Note that receipt of this letter is not to be construed as Federal Government endorsement or approval of the establishment or its products.

For additional information please visit Drug Registration and Listing System or reply back to this email (edrsls@fda.hhs.gov).
2.2 Volume
Pharmaceutical purchases were approximately $171,013 for fiscal year 2017. The purchase amount specified in this solicitation, however, is approximate only and is given for the information of the Vendor and for the purpose of bid evaluation. The number does not indicate the actual amount which may be spent annually since such volume will depend upon the requirements of the County. The County does not guarantee any particular volume. However, it is the intent of Sarpy County to purchase as much medication and medical supplies as possible from the successful bidder in order to maximize cost savings. Sarpy County reserves the right to purchase such medications and medical supplies as may be necessary from other vendors.

Clinical Solutions acknowledges the above stated monetary volume for fiscal year 2017, and understands that this number does not indicated the actual amount which may be spent annually.
2.3 Pricing

a. The Vendor shall use the most current Wholesale Acquisition Cost (WAC) as published by First DataBank pricing index, plus or minus a percentage of the WAC. The successful Vendor shall submit WAC documentation, upon request, and WAC pricing shall be available, on request, for auditing purposes.

Clinical Solutions will use the most current Wholesale Acquisition Cost (WAC), minus the stated percentages listed in Section 1, page 7. Clinical Solutions will submit documentation for all invoicing upon request for auditing purposes.
2.3 Pricing

b. Bid prices shall include all shipping, handling, packaging and all other charges incidental to the delivery of the pharmaceuticals. Under no circumstances will the County be liable for any additional charges.

Clinical Solutions' fees include but are not limited to the following:

- Cost of the Medication - offering the most competitive pricing due to our large volume purchasing power
- Packaging System to fit your needs for safe and efficient medication distribution
- Dispensing
- Shipping
- All other charges relating to the delivery of the pharmaceuticals
- All services outlined in our proposal
- Comprehensive Product Line to include: pharmaceuticals, OTCs, Med/Surg Supplies, IVs, Compounds, Vaccines, Specialty Pharmaceuticals, and all related supplies
- Discern: Clinical Solutions' proprietary, proactive formulary management program
- CIPS Remote CPOE and electronic order reconciliation system
- 24/7/365 Clinical Support
- Extensive Monthly Customized Report Suite
- Quarterly Med Room Audits
- Comprehensive start-up training program
- In-Service and Continuing Education/ Optimized Training
- Regulatory Department to ensure Compliance to all State and Federal Regulations
- Medical/Surgical Supplies - The ability to order a complete line of medical supplies and equipment at the most competitive prices through our on-line e-commerce portal
- Experienced Pharmacist as your designated Account Manager
- Medication Cart and Fax Machine for each facility
- Rx Destroyer supplied to each facility for the destruction of loose waste medication
- Emergency medications from back-up pharmacy will be billed to each facility as a pass-through cost
- 340B Program medications will be billed under a separate negotiated rate to be determined.
2.3 Pricing

c. Attached as Exhibit B is a list of medications with quantities that were most commonly purchased in the 2017 calendar year. This list is available as an Excel spreadsheet if requested by Vendor. This list must be submitted with Vendor's proposal. Contact Beth Garber via e-mail bgarber@sarpy.com to receive this in Excel format. Vendor will list current WAC published by First DataBank as of February, 2018 along with proposed percent discount as listed on Bid Form for each using the quantity listed. The items and quantities listed are only estimates and will be used in the evaluation of the bids. Actual medications, medical supplies and quantities ordered may be different.

Please refer to Clinical Solutions' pricing for Exhibit B on the following pages 26-27.

When we applied our Discern Program (Clinical Solutions' proprietary, proactive, drug utilization review) to Exhibit B, **12 of the 126 line items were identified as having a more cost effective alternative, which would have saved the department an additional $11,805.05.** A complete list of Discern interventions is available upon request.

**Total Additional Savings Potential based on Exhibit B:**

$11,805.05

Please see below and the following pages 24-25 for a detailed description of our Discern Program.

**In a year when rising drug prices dominated the news, Clinical Solutions' clients experienced a much different - and better - story. Our clients experienced a minimal 1.5-2% annual drug spend increase (industry average increase was 8-16%) due to our pro-active, proprietary Discern program.** As drug costs continue to escalate, we recognize it is imperative that correctional facilities make every effort to manage the costs of inmate pharmaceuticals. With over thirteen (14) years of direct experience in developing and maintaining formularies specifically designed for both County and State Correctional Facilities, Clinical Solutions recognizes
the unique aspects of the corrections environment. To facilitate a drug formulary which makes available a sufficient cross section of medications to treat common medical and mental health disorders, we will share information regarding the “best practices” in formulary management techniques based on our experience, various Health Maintenance Organizations (HMOs) and other County Jails and Departments of Correction. This formulary will be made up of primarily generic medications when deemed clinically appropriate, which are the most cost-effective and therapeutically relevant and shall be in full compliance with all relevant standards. Quarterly formulary review (or more frequently as needed) and feedback will be provided to Sarpy County Officials.

**DISCERN:** Clinical Solutions is redefining formulary management by proactively monitoring every prescription to ensure the most cost-effective medication is being dispensed through our proprietary, proactive, drug utilization review system Discern. The Discern philosophy of formulary management means that Clinical Solutions' highly trained team of pharmacists and technicians will work with each Sarpy County facility's doctors and medical staffs to ensure their inmate patients receive quality care while the department maintains a solid bottom line on pharmaceutical costs. As a part of Clinical Solutions' commitment to superior customer service, much of the Discern process is automated. This allows Clinical Solutions to proactively analyze pricing and practices to assist Sarpy County facilities with managing their bottom line.

**DISCERN: REDEFINING FORMULARY MANAGEMENT**

Discern is a real-time review process that provides your member's facility with the most cost-effective and medically accurate medications every single time. By contrast, other correctional pharmacy companies employ a method of formulary management that is passive, retrospective, and inconsistent, leading to unpredictable pharmaceutical spending. As Christi Throneberry states, “Discern is proactive, proper drug selection.”

**COST INTERVENTION**

Proactive DUR cost recommendations through our Discern program can save a great deal of money by recommending more cost effective formulary medications when appropriate. For example, if three (3) atypical anti-psychotics all held Formulary

"Discern is proactive, proper drug selection."

-Christi Throneberry, PharmD
status but were all different in price, our Discern process would flag the order to educate on the cost difference and give the option at the time of processing to recommend changing the order to the most cost effective medication.

When a Clinical Solutions' client orders a brand name medication for which no generic is available, a Clinical Solutions pharmacist may recommend a therapeutically equivalent alternative, available at a lower cost. Clinical Solutions will also supply the prescribing physician with relevant clinical data, allowing them to make an informed decision about the substitution. This provides an instant cost-savings to Sarpy County correctional facilities along with associated documentation to legally support the substitution.

Clinical Solutions values the opportunity to apply our methods and processes to Sarpy County correctional facilities, which have been shown to increase efficiency and reduce costs by as much as 70%. We have saved our clients millions of dollars with our Discern process.

"We have saved our clients millions of dollars with our Discern process."
### SECTION 2.3.C (CONTINUED)

<table>
<thead>
<tr>
<th>Medication</th>
<th>Quantity</th>
<th>WAC Unit Price</th>
<th>Applied WAC %</th>
<th>Applied WAC</th>
<th>Generic Medication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dolostone Bolts</td>
<td>8,000</td>
<td>$0.06</td>
<td>100%</td>
<td>$0.06</td>
<td></td>
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<tr>
<td>Dolostone 250 mg Tab</td>
<td>20,000</td>
<td>$0.02</td>
<td>100%</td>
<td>$0.02</td>
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<tr>
<td>Dolostone 500 mg Tab</td>
<td>4,000</td>
<td>$0.04</td>
<td>100%</td>
<td>$0.04</td>
<td></td>
</tr>
<tr>
<td>Flucinol 10% Top Sol</td>
<td>4,720</td>
<td>$0.01</td>
<td>100%</td>
<td>$0.01</td>
<td></td>
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<tr>
<td>Glucosamine 200 mg Caps</td>
<td>7,980</td>
<td>$0.00</td>
<td>100%</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Glucosamine 250 mg Caps</td>
<td>2,920</td>
<td>$0.00</td>
<td>100%</td>
<td>$0.00</td>
<td>$31.12</td>
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<tr>
<td>Iodoximine 50 mg Tab</td>
<td>2,600</td>
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<td>100%</td>
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<td>Iodoximine 100 mg Tab-50</td>
<td>3,380</td>
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<td>Iodoximine 150 mg Tab-75</td>
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<td>$0.05</td>
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<td>$93.18</td>
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<td>Iodoximine 200 mg Tab-100</td>
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<td>100%</td>
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<td>Iodoximine 250 mg Tab-150</td>
<td>1,000</td>
<td>$0.05</td>
<td>100%</td>
<td>$0.05</td>
<td>$123.33</td>
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</table>

*Medications will not be sold below Clinical Solutions' Actual Acquisition Cost (AAC) if the stated discount to WAC causes a medication to calculate below the AAC, the medication will be charged at Clinical Solutions' Actual Acquisition Cost.*
<table>
<thead>
<tr>
<th>Medication</th>
<th>Unit</th>
<th>Quantity</th>
<th>WAC Unit Price</th>
<th>WAC % w/Discount t Applied</th>
<th>WAC Unit Price</th>
<th>WAC % w/Discount t Applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tolnaftate 1% cream (antifungal)</td>
<td>Tube</td>
<td>4</td>
<td>$98.00</td>
<td>$1.38</td>
<td>$1.38</td>
<td>10.00% $0.55</td>
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<tr>
<td>Tubersol PPD 10 test</td>
<td>Vial</td>
<td>8</td>
<td>$77.50</td>
<td>$0.02</td>
<td>$0.02</td>
<td>10.00% $0.00</td>
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<tr>
<td>Diphenhydramine</td>
<td>Pill</td>
<td>$400.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>10.00% $0.00</td>
</tr>
<tr>
<td>Eye drop solution (substitute for visine)</td>
<td>Bottle</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$1.40</td>
<td>$1.40</td>
<td>10.00% $0.56</td>
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<tr>
<td>Blood glucose strips 50 test strips</td>
<td>Bottle</td>
<td>2</td>
<td>$98.00</td>
<td>$21.76</td>
<td>$21.76</td>
<td>10.00% $4.35</td>
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<tr>
<td>Hydrocortisone cream 1%</td>
<td>Tube</td>
<td>7</td>
<td>$98.00</td>
<td>$2.10</td>
<td>$2.10</td>
<td>10.00% $1.47</td>
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<tr>
<td>Milk of Magnesium</td>
<td>Bottle</td>
<td>1</td>
<td>$98.00</td>
<td>$1.79</td>
<td>$1.79</td>
<td>10.00% $0.18</td>
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<tr>
<td>Daily Vitamins 2 bottles, 1000/bottle</td>
<td>Pill</td>
<td>2000</td>
<td>$98.00</td>
<td>$0.01</td>
<td>$0.01</td>
<td>10.00% $1.97</td>
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<td>Sudogest 10 mg (Sudofed)</td>
<td>Pill</td>
<td>216</td>
<td>$98.00</td>
<td>$0.03</td>
<td>$0.03</td>
<td>10.00% $0.69</td>
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<tr>
<td>Vitamin D3</td>
<td>Pill</td>
<td>400</td>
<td>$98.00</td>
<td>$0.02</td>
<td>$0.02</td>
<td>10.00% $0.66</td>
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<tr>
<td>Afluria (flu vaccine)</td>
<td>Dose</td>
<td>40</td>
<td>$15.64</td>
<td>$613.01</td>
<td>$613.01</td>
<td>10.00% $60.00</td>
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<tr>
<td>Epinephrine 0.3 mg 2 pack</td>
<td>Injector</td>
<td>2</td>
<td>$98.00</td>
<td>$150.00</td>
<td>$150.00</td>
<td>10.00% $30.00</td>
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<tr>
<td>Neomycin/polymyxin B and hydrocortisone otic solutions</td>
<td>Bottle</td>
<td>3</td>
<td>$98.00</td>
<td>$83.90</td>
<td>$83.90</td>
<td>10.00% $26.17</td>
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<tr>
<td>Lactaid</td>
<td>Tablet</td>
<td>300</td>
<td>$98.00</td>
<td>$0.09</td>
<td>$0.09</td>
<td>10.00% $2.56</td>
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<td>Benzoyl Peroxide Acne Cream</td>
<td>Tube</td>
<td>2</td>
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<td>$2.01</td>
<td>10.00% $0.40</td>
</tr>
<tr>
<td>Lice killing shampoo</td>
<td>Bottle</td>
<td>13</td>
<td>$98.00</td>
<td>$3.86</td>
<td>$3.86</td>
<td>10.00% $6.02</td>
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<tr>
<td>Bacitracin Ointment</td>
<td>Dose</td>
<td>144</td>
<td>$98.00</td>
<td>$0.13</td>
<td>$0.13</td>
<td>10.00% $1.91</td>
</tr>
<tr>
<td>Antacid</td>
<td>Tablet</td>
<td>150</td>
<td>$98.00</td>
<td>$0.01</td>
<td>$0.01</td>
<td>10.00% $0.17</td>
</tr>
<tr>
<td>Selenium 1% shampoo</td>
<td>Bottle</td>
<td>1</td>
<td>$98.00</td>
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<td>$2.89</td>
<td>10.00% $0.29</td>
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<tr>
<td>Ventolin Inhaler</td>
<td>Each</td>
<td>6</td>
<td>$98.00</td>
<td>$21.42</td>
<td>$21.42</td>
<td>10.00% $12.85</td>
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<tr>
<td>Acetaminophen 325 mg</td>
<td>Tablet</td>
<td>4000</td>
<td>$98.00</td>
<td>$0.01</td>
<td>$0.01</td>
<td>10.00% $2.11</td>
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<tr>
<td>Permethrin cream 5% for scabies</td>
<td>Tube</td>
<td>2</td>
<td>$19.00</td>
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<td>$99.00</td>
<td>10.00% $19.00</td>
</tr>
<tr>
<td>Deep sea nasal spray</td>
<td>Bottle</td>
<td>2</td>
<td>$98.00</td>
<td>$0.77</td>
<td>$0.77</td>
<td>10.00% $0.15</td>
</tr>
<tr>
<td>Albuterol 0.083 %</td>
<td>Unit Dose</td>
<td>25</td>
<td>$0.00</td>
<td>$0.16</td>
<td>$0.16</td>
<td>10.00% $0.40</td>
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<tr>
<td>Glucagon Emergency Kit</td>
<td>Kit</td>
<td>1</td>
<td>$280.80</td>
<td>$275.18</td>
<td>$275.18</td>
<td>10.00% $0.00</td>
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<tr>
<td>Sore throat lozenges</td>
<td>Lozenges</td>
<td>180</td>
<td>$0.00</td>
<td>$0.09</td>
<td>$0.09</td>
<td>10.00% $1.60</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$1,495.79</strong></td>
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<td><strong>$1,495.79</strong></td>
<td><strong>$113.59</strong></td>
</tr>
</tbody>
</table>

*Medications will not be sold below Clinical Solutions' Actual Acquisition Cost (AAC). If the stated discount to WAC causes a medication to calculate below the AAC, the medication will be charged at Clinical Solutions' Actual Acquisition Cost.
SECTION 2.4.a

2.4 Ordering
a. The successful Vendor will enter into an agreement (attached as Exhibit A) and agree to supply medications (both prescription and non-prescription) and medical supplies as may be requested by Sarpy County through the Sarpy County Law Enforcement Center and Juvenile Justice Center.

Upon notice of Intent to Award Contract, Clinical Solutions will enter into an agreement as shown in Exhibit A, and agree to supply medications and medical supplies as requested by Sarpy County.

Clinical Solutions pharmaceutical services will be provided in accordance with NCCHC and ACA standards, AJA, JCAHO, NABP, State of Tennessee Regulations, State of Nebraska Regulations, Title 21 United States Code (USC) Controlled Substances Act, and applicable DEA, FDA, and EPA laws, rules and regulations. Clinical Solutions warrants prescription medications will be dispensed and delivered to the inmate patient only upon the legal order of a physician, dentist, or other licensed prescriber. We will dispense and deliver all pharmaceuticals and prescription medication, including medically prescribed over-the-counter preparations, IV medications, vaccines, durable medical supplies, and all related supplies to the provision of pharmaceuticals. Dispensing and delivery will be in accordance with state and federal law, with supervision by properly trained and licensed personnel.
2.4 Ordering

b. Sarpy County shall order medications (both new prescriptions and refills and OTC medications) and medical supplies through an online ordering process, as needed, to the pharmacy. Vendor to describe ordering process within proposal.

Clinical Solutions will utilize CIPS™ which is a Correctional specific pharmacy software system that has the capability to interface with Sarpy County Correctional facilities. CIPS™ offers remote order entry and bar-code scanning capabilities for refilling and receipt of medications. This paperless solution gives providers the ability to transmit new orders and refills electronically and send them directly to the pharmacy for processing. Facilities are able to refill prescriptions by simply scanning the refill barcodes on the prescription label and then submitting after all refill requests have been scanned into the refill queue.

Once the order has been placed, medical personnel may follow the prescription through the pharmacy software system to check the progress of the prescription in "real time". Orders are color coded on a patient profile to show whether it is "waiting for verification", "active and refillable", meaning it has been processed and the date it was filled, or an "inactive or voided" status showing the order may have some issue that did not allow it to be processed. In the case of an issue with the order not able to be filled, a pharmacist will contact the medical personnel at the facility to clarify any questions or explain the issue.

Other features of CIPS™ Remote include:

- Medispan alerts for drug interactions
- Allergy alerts
- Duplicate therapy alerts
- Electronic non-formulary request forms
- Print medical record labels
- View comprehensive patient profiles in "real-time"

Your facility will connect to CIPS™ Remote using a remote desktop connection.
Remote desktop is native to all Windows operating systems and provides end to end security for the protection of all data being transmitted. There is no software to be installed and allows for different levels of role-based security.

Clinical Solutions will conduct all necessary remote web based/on-site user training on both access to and use of the CIPS™ pharmacy information program.

In the case of technical difficulties, Clinical Solutions will also receive new order prescription notifications and refills submitted by telephone at 1-877-826-5488 or by fax at 1-866-920-1597.

Clinical Solutions will provide a fax machine to use as a back-up form of transmission in the case that the CPOE system is not able to be accessed for any reason at no cost to Sarpy County.
SECTION 2.4.c

2.4 Ordering

c. As new inmates arrive and in the case of an emergency, Sarpy County will order medications via telephone or another agreed upon method. A hard copy will follow any telephone order as specified by law.

Sarpy County Correctional Facilities will order all medications electronically through CIPS Remote Order Entry. As new inmates arrive and in the case of emergency, as well as if a Sarpy County facility is having technical difficulty with the system, Clinical Solutions utilizes a state-of-the-art document management system called DocuTrack by Integra. This allows for faxed documents to be imaged and easily retrieved for auditing and immediate fax verification to our clients. All faxed documents are electronically archived into our order tracking system, preventing the possibility of a misplaced or misrouted fax. These fax digital images are much clearer than printed faxes, thus reducing the chance of medication errors. Additionally, DocuTrack automatically sends a fax received confirmation, complete with number of pages received, back to the sending facility by fax or email.

For emergent orders, nurses may call in verbal orders for expedited service.

In the case of technical difficulties, Clinical Solutions will also receive prescription notifications submitted by telephone at 1-877-826-5488 or by fax at 1-866-920-1597.
2.5 Mode

a. The Sarpy County Law Enforcement Center currently uses a 30-day blister pack system for all non-liquid medications (except medical supplies). Liquid medicine will be issued in standard prescription bottles. If it is anticipated that an inmate needs less than a 30-day supply, a 7-day supply will be ordered. Vendor may submit with their proposal optional programs that would provide more cost savings to Sarpy County.

Clinical Solutions utilizes the most innovative blister card automation technology available in the pharmacy market, allowing for the ability to fill blister cards of any quantity hands-free. Our tamper proof, heat sealed blister cards provide for safe, efficient, and cost-effective medication distribution. Our state-of-the-art blister card automation technology includes:

MTS-500

The MTS-500™ is designed to automate pre-packaging in the pharmacy and is capable of producing up to 850 pre-packaged blister cards per hour. It includes an integrated label applicator and conveyor to optimize output.
The MTS-350™ is capable of filling a wide range of medications and features an ergonomic design and easy-to-use controls. It is capable of producing up to 240 pre-packaged blister cards per hour.

Clinical Solutions is the 2nd pharmacy in the country and the only Correctional specific pharmacy to implement Label Conveyor Applicator (LCA) Scan/Script technology. The LCA Scan automates the pre-pack label. Using a high-speed label applicator system, the label conveyor applicator with the LCA scan and script functionality is used immediately after the packing process to automate the application of the pre-pack label. It prints, positions, and sticks the label, guaranteeing perfect placement every time. The LCA script functionality is used to automatically print and apply the correct patient prescription label, based on our Pharmacy Information System, CIPS™. LCA Scan barcode is scanned to recognize NDC and quantity and apply the appropriate patient prescription label accordingly.

Clinical Solutions will dispense tablets and capsules individually in unit dose blister cards. Each package will be sealed and labeled with a pre-pack 2-D LCA scan barcode label, enabling a more stringent and automated verification process for each card. Patient specific prescriptions will be labeled according to the specifications of Sarpy County and in accordance with State
and Federal requirements. Each packaged medication blister pack will contain a bar-code for convenient scanning.

With regard to stock medication repackaged blister cards, Clinical Solutions, LLC is a Tennessee licensed institutional pharmacy as well as a Licensed Drug Wholesaler. By holding an FDA repacking license as well as a Wholesale license, Clinical Solutions fully complies with all Drug Quality Security Act (DQSA) regulations related to wholesaling and FDA repackaging for stock distribution.

All labels for patient-specific or stock medications and biologicals will be labeled in complete compliance with local, state and federal law. Each prescription label will include the following information (See scanned images for pre-packed blister cards, and both standard patient specific blister cards as well as FDA Stock Medication blister cards on the following pages 36-38):

- Pharmacy name and address
- Patient name and identification number
- Medication name and strength
- Dosage form
- Generic Interchange information
- Quantity dispensed
- Manufacturer’s name
- Lot number
- Medication expiration date
- Date on refill label, indicating when medications may be refilled
- Route and times of administration
- Directions for use (multi-lingual options available)
- Prescription Number
- Prescriber name
- Original order date
- Dispense date
- Discontinue/Stop date and refill information
- Processing and dispensing pharmacist’s initials
- Cautions and alerts as required

Liquid medications will be supplied in original manufacturer’s unit-of-use containers as written on the prescription. Creams and ointments will be supplied in original manufacturer's containers or in plastic jars if requested and permitted by the Federal Drug Administration. IV mixtures will be supplied compounded, labeled, and ready to administer or supplied in Mini-Bag Plus packaging for easy self-mixing on-site. All products will be packaged in a manner that will afford reasonable protection against moisture and contamination at all times, in addition to normal wear and tear during delivery. Parenteral medications available from the manufacturer in unit dose form will be supplied as requested.
DIVALPROEX SOD ER
250 MG
MFQ: BLUEPRINT LAB
QTY: 30
LOT: MN10792
EXP: 08/22/17
TECH INT: AA
PACK DATE: 02-10-2017
TYPE: TABLET
IMPRINT: R33
COLOR: WHITE
IMPRINT: R
SHAPE: ROUND
NDC #: 68001010500

Pre-Packed Blister Card with 2-D LCA Scan Barcode Label
Clinical Solutions also utilizes the most widely accepted automation technology in the pharmacy market, allowing us the ability to fill medications as patient specific in multi-dose packages, organized by date and time of administration. These packages are pre-sorted by daily dose units attached together in sequential time/date order. Clinical Solutions utilizes a TCGRx Automated Tablet Packager which is designed to optimize the medication management process and enable improved patient care, increased cost savings, and compliance. This system can fill multi-dose packages with bar-coded pouches, enhancing safety and enabling verification at the point of care. Each package will be sealed and labeled according to physician prescription instructions. Prescriptions will be labeled according to the specifications of your facilities and in accordance with State and Federal requirements. This packaging type would be an option for Sarpy County facilities.
SECTION 2.5.b

2.5 Mode
b. The preparation, labeling and packaging of all medications shall be performed in accordance with all applicable Federal and State laws and regulations.

Clinical Solutions pharmaceutical services will be provided in accordance with NCCHC and ACA standards, AJA, JCAHO, NABP, State of Tennessee Regulations, State of Nebraska Regulations, Title 21 United States Code (USC) Controlled Substances Act, and applicable DEA, FDA, and EPA laws, rules and regulations. Clinical Solutions warrants prescription medications will be dispensed and delivered to the inmate patient only upon the legal order of a physician, dentist, or other licensed prescriber. We will dispense and deliver all pharmaceuticals and prescription medication, including medically prescribed over-the-counter preparations, IV medications, vaccines, durable medical supplies, and all related supplies to the provision of pharmaceuticals. Dispensing and delivery will be in accordance with state and federal law, with supervision by properly trained and licensed personnel.
2.6 Mode

a. Vendor must have the capability for one (1) delivery a day (late morning or early afternoon) six (6) days a week, and a second delivery in the evening Monday through Friday. Orders shall be delivered within 24 hours of placing the order. There shall be unlimited emergency deliveries for life threatening situations. Vendor shall have the ability to render emergency service within a four (4) hour period. Delivery time frames to be stated on Bid Form.

Sarpy County Correctional facilities will receive daily FedEx delivery service of medications (new orders and refills) from Clinical Solutions, six (6) days per week, Monday through Saturday, with guaranteed next day delivery occurring as published by FedEx, facilitating swift medical care that will improve the patient’s well-being. Clinical Solutions works with specific cut-off times for medications daily. Orders received by your negotiated cut-off time (e.g. 4:00 p.m. CDT weekdays and 11:00 a.m. CDT Saturdays, negotiable), will be delivered the next day by Noon to the address specified on the purchase order. Delivery service will come at no charge to Sarpy County.

Tracking numbers for shipments will be transmitted to Sarpy County facilities each day before the shipment goes out. All orders will be shipped with a delivery sheet (packing slip) identifying the contents of the delivery for verification. Through our correctional-specific software CIPS™, Sarpy County facilities will be able to scan in orders received with your daily shipment. All items shipped will be packaged so as to prevent damage during transport.

In the event an emergent medication is not able to be filled through a facility’s e-kit or stock medication supply, Clinical Solutions partners with InMed Rx for after-hours emergency medication from local back-up pharmacies as well as Complete Delivery Solution for the delivery of all after-hours medication delivery. Emergency medication will be delivered within two (2) hours of the order...
SECTION 2.6.a (CONTINUED)

being placed, 24/7/365. These medications will be billed at pass-through costs on the next monthly billing statement. This back-up pharmacy solution is our guarantee of continuous, uninterrupted access for the provision of emergency medications.

Additionally, Clinical Solutions will provide a registered pharmacist available for consultation 24 hours/day, 7 days/week for routine and emergency needs. This pharmacist may be reached by telephone at 1-877-826-5488 or by fax at 1-866-920-1597.

CLINICAL solutions
PHARMACY

PHONE 1.877.826.5488
FAX 1.866.920.1597
SECTION 2.6.b

2.6 Mode
b. The Vendor shall be required to maintain, or have available, an inventory sufficient to deliver requested items on a daily basis. If, for any reason, a product is not available through normal ordering procedures, the Vendor must notify the County in writing, by email. This type of situation should rarely occur as the provider is expected to provide most pharmaceuticals the same day. Any shortage must be corrected within twenty-four (24) hours.

Clinical Solutions employs a full time Inventory Specialist/Buyer who actively manages pharmaceutical inventories across three (3) divisions of the Clinical Solutions portfolio and is responsible for purchasing over $25 million in pharmaceuticals annually. This employee's main job responsibility is to ensure that our company is procuring medications at the best price possible for our clients by utilizing our relationships with over 25 alternative source vendors. This position's other responsibilities include:

- Daily tracking of order trending
- Ensuring product availability
- Minimizing restocking fees for returned goods
- Prevention of outdating of product
- Responsible for bi-monthly and monthly reviews of billing reports for accuracy
- Built and maintains relationships with a diverse network of alternate source vendors to fulfill client orders in an efficient and cost-effective manner
- Coordinates the identification of overstock inventory and expired medication returns for credit and/or destruction monthly
- Creating par levels to use for automatic ordering from wholesalers

Clinical Solutions employs a proactive approach to managing on-hand inventory. These measures include weekly inventory inspections to identify, tag and/or remove products that are nearing their expiration date and a monthly review of on-hand inventory against utilization to maintain proper s and re-order points. Finally, Clinical Solutions clearly identifies the shorter of the manufacturer expiration date or one year from the date of fill on each card that is dispensed to verify to the customer that
the medication that they receive has a minimum of 60 days dating prior to expiration.

If an ordered item is not included in the current shipment, the item and the reason for its absence is clearly communicated on the delivery sheet. Any shortages will be corrected within 24 hours.

SHORTAGE COMMUNICATION PROCESS

If for some reason there is a shortage of a particular medication, Clinical Solutions will communicate this information to the appropriate members of the Sarpy County facility's healthcare team and all affected Medical and Mental Health providers. The communication will be complete with an explanation for the shortage along with a plan of action to manage the orders while working through the drug shortage. Clinical Solutions will keep all stakeholders informed regarding the target dates for medication availability.

BACKORDER/DISCONTINUED ITEMS COMMUNICATION PROCESS

When presented with a medication backorder or a discontinued product, Clinical Solutions will make every effort to provide at least a partial amount of the medication, if available, to our client(s) to prevent any delay in therapy. In addition, Clinical Solutions will work with our dedicated inventory personnel and network of wholesale distributors to identify the length of a manufacturer backorder and work to secure an appropriate supply of the medication in the most efficient manner possible acting within the best interests of our client(s). A backorder notation will be made in the appropriate location on the daily delivery manifest to communicate the backorder to the facility and the medication will be shipped the day after the medication becomes available.

In the event of a manufacturer allocation, Clinical Solutions will work with the manufacturer to understand the allocation process and limitations placed on distribution of the medication to identify the most efficient route to secure medication for our client. Clinical Solutions' dedicated inventory managers utilize multiple wholesalers to obtain backordered products in the best interest of our clients.

If there is an anticipated extended delay in the shipping of medication due to a manufacturer backorder, discontinuation of product, or an allocation process, Clinical Solutions will call the facility/prescribing provider to explain the reason for the delay and suggest a therapeutic alternative.
FDA OR MANUFACTURER RECALLS

Clinical Solutions is notified immediately by our wholesale vendors, the manufacturer, and/or the FDA through electronic, printed, or telephonic communication when a medication is recalled. Notifications list all affected NDC and medication lot numbers and the classification of the recall. All medication recalls are classified by the FDA for severity and level of patient risk into three levels.

Upon receiving any recall, Clinical Solutions immediately assesses our inventory to identify any potentially affected product and, if found, removes affected product from the pharmacy into an external location to be quarantined so that it cannot be dispensed until it is returned to the appropriate wholesaler or manufacturer.

In the event of a Class I FDA recall, Clinical Solutions will immediately run a report to identify any clients that could have received affected medication and immediately contact them to alert them of the recall, arrange for the return of affected product to the pharmacy, and if a patient currently has an order of the medication, arrange to replace the medication with a different lot number or medication made by a different manufacturer or suggest an alternate medication that can be prescribed to treat the patient.

Additionally, pharmacy students track all FDA recalls through Clinical Solutions' Drug Information Center and assist in client communication for education purposes.
2.7 Service

a. It is preferred that the Vendor maintain an online ordering site with the following features:
   1. The site and its necessary passwords will be available to the County at no additional charge.

Your facility will connect to CIPS™ Remote using a remote desktop connection. Remote desktop is native to all Windows operating systems and provides end to end security for the protection of all data being transmitted. There is no software to be installed and allows for different levels of role-based security.
SECTION 2.7.a.2

2.7 Service
a. It is preferred that the Vendor maintain an online ordering site with the following features:
   2. Requested WAC pricing updates provided electronically on a monthly basis, minimum.

All requested pricing updates will be provided electronically on a monthly basis or more often as requested.
2.7 Service

a. It is preferred that the Vendor maintain an online ordering site with the following features:

3. The ordering site allows the person placing the order to see the on-hand quantity of the drug to ensure that it is in stock.

When placing an order through CIPS Remote, users are able to see on-hand quantities of each medication in order to ensure the medication availability. (See screenshot below.)
2.7 Service
a. It is preferred that the Vendor maintain an online ordering site with the following features:

4. Vendor to provide historical data on items ordered, preferable through the ordering site for a period of at least twenty four (24) months from the date of the order.

Historical data is available for each patient profile, and the timeframe for historical data can be adjusted and set by each end user. This information is shown in the History Limit field and can be set for up to 10,000 days. (See screenshot below.)
SECTION 2.7.b.1

2.7 Service
b. Vendor's pharmacist and staff shall provide:
   1. Vendor to provide information/consultation regarding products ordered by the County, as requested. This service shall be available to the County twenty four (24) hours per day.

Clinical Solutions will provide a registered pharmacist available for consultation 24 hours/day, 7 days/week for routine and emergency needs. This pharmacist may be reached by telephone at 1-877-826-5488 or by fax at 1-866-920-1597.
2.7 Service
b. Vendor's pharmacist and staff shall provide:
   2. Vendor shall provide for appropriate disposal of excess medication on a monthly basis in accordance with State of Nebraska regulations.

In accordance with all State and Federal laws, Clinical Solutions will provide protocols for the return of viable pharmaceutical products for destruction. Items in a blister pack or labeled bottles with NDC numbers are considered viable pharmaceutical products, including hazardous pharmaceuticals. Once all returns are evaluated and determined to be a non-creditable item for Sarpy County, it becomes waste and we dispose of it accordingly using a 3rd party.

Non-hazardous loose pills may be stored in a provided Rx Destroyer. For non-hazardous loose medications, Clinical Solutions will supply each facility with an Rx Destroyer eco-friendly pharmaceutical "disposal in a bottle" at no charge. The Rx Destroyer bottle contains a ready-to-use chemical digestion solution. Simply load unused or unwanted loose pills into the bottle. Invert bottle mix and wash digestion solution over the medications. Drugs start to dissolve permitting the active medication ingredients to be adsorbed and neutralized by the active charcoal ingredients. The active medication ingredients permanently bond to the activated charcoal and the process is irreversible.

Sarpy County facilities may store and keep using the bottle until it becomes full. Once full, facilities may discard the bottle, containing contents, into common trash. Upon request, Clinical Solutions will supply a replacement Rx Destroyer to your facilities.
Clinical Solutions will include all shipping costs for medications which are outdated or unused products which have been partially dispensed by Sarpy County facilities. These products shall be returned to Clinical Solutions by utilizing the pre-paid, pre-addressed Fed-Ex Package Returns Program labels supplied by Clinical Solutions. Each facility will have a supply of these return labels and simply needs to affix them to a returns box when full and send with their normal express delivery personnel at their normal pickup/delivery time to each facility.

Every state Board of Pharmacy differs in destruction laws as it relates to regulations regarding medication destruction. Our dedicated regulatory specialist tracks State, Federal & EPA laws with regard to medication destruction.

Clinical Solutions, in accordance with all State and Federal laws, will provide protocols for the return and credit of medication from Sarpy County facilities. Clinical Solutions will comply with the Tennessee Board of Pharmacy regulations and the Nebraska State Board of Pharmacy regulations for returning medications for credit. Credit for unused, returned medications will be given for medications returned by Sarpy County facilities when the following criteria have been met:

- The Rx medication did not leave the control of the nursing staff responsible for administration and security of the prescription drug.
- The prescription was dispensed in unit dose blister cards or in original manufacturer's unit dose packaging.
- The prescription medication is not: a controlled substance, within ninety (90) days of expiration, damaged or deteriorated, contaminated or compromised by the outside environment, or has been improperly stored.
- The prescription medication has not been billed to a private insurance or Medicaid.
- The medication was not packaged with multiple units per bubble in a blister card or in multi-dose strip packaging.

All returned medications should be documented by Sarpy County facilities.

Medications received will then be scanned into our Pharmacy Information Software System (CIPS™) for documentation, accountability, and for the purpose of providing credit to be used on the next billing cycle. We utilize bar-code scanners to record all
medications returned to the pharmacy. The monthly report will record:

- Return date
- Patient name
- Rx number
- Fill date
- Drug name and strength
- Quantity returned
- Reason for return
- Original cost
- Amount of credit given

Credit will be given on a monthly basis for all medications returned meeting the above listed criteria. Credits given will not expire and will be deducted from the payment of the oldest outstanding invoice. Only medications that comply with all State and Federal regulations will be credited. Credits will be given for 100% of the medication cost to Sarpy County facilities. According to DEA regulations, controlled substances are not eligible to be returned to the pharmacy provider. All controlled substances will be destroyed in accordance with Tennessee and Nebraska state regulations.

Credit will only be given on manufacturer unit dose dispensed products after they have been received by the member facility. Controlled medication and open partial stock medication cannot be credited as per Federal regulations. Specialty drugs, biologicals, and medications for which efficacy requires un-breached original manufacturer’s packaging upon opening will not be eligible for credit.

Please see example of Return For Credit Report on the next page.
### EXAMPLE OF RETURN FOR CREDIT REPORT

**Cips 90**  
3/23/2018

<table>
<thead>
<tr>
<th>Facility</th>
<th>Date</th>
<th>Rx #</th>
<th>Drug</th>
<th>Ret Qty</th>
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<td>CARVEDILOL 25MG</td>
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</table>
2.7 Service
b. Vendor’s pharmacist and staff shall provide:
   3. Vendor will provide to the Jail Nurse, or designee, medication administration records listing each inmate's name, medication, directions and dosing times.

On a monthly basis Clinical Solutions will provide printed MARs to Sarpy County facilities five (5) days prior to the end of the month. They will be sorted in alphabetical order based on patient last name. Printed MARs are on durable paper with pre-punched holes. Blank MARs will be sent monthly with pre-printed MARs and are also available upon request. Additionally, CIPS™ remote users at each facility have the ability to print MARs as needed.

MAR REPORT
2.7 Service
b. Vendor's pharmacist and staff shall provide:
   4. Provide written instructions for Jail Nurse to administer medications.

All medications will contain a written prescription sig with instructions for all healthcare personnel and patients on how each medication should be administered.
2.7 Service  
b. Vendor's pharmacist and staff shall provide:  

5. Provide review of each inmate patient's prescriptions to prevent adverse interactions or doubling of medications. An immediate written report should be submitted to the Jail Nurse or designee regarding any adverse interaction or doubling of medication.

Clinical Solutions pharmaceutical services will be provided in accordance with NCCHC and ACA standards, AJA, JCAHO, NABP, State of Tennessee Regulations, State of Nebraska Regulations, Title 21 United States Code (USC) Controlled Substances Act, and applicable DEA, FDA, and EPA laws, rules and regulations. Clinical Solutions warrants prescription medications will be dispensed and delivered to the inmate patient only upon the legal order of a physician, dentist, or other licensed prescriber. We will dispense and deliver all pharmaceuticals and prescription medication, including medically prescribed over-the-counter preparations, IV medications, vaccines, durable medical supplies, and all related supplies to the provision of pharmaceuticals. Dispensing and delivery will be in accordance with state and federal law, with supervision by properly trained and licensed personnel.

Clinical pharmacists provide decision support for every medication order which includes a review of drug/drug interactions, drug/allergy interactions, drug/disease interactions, min/max dosing, etc. This intense decision support allows for only appropriate medications to be administered. Clinical Solutions provides sophisticated and thorough verification of all prescriptions by a registered Pharmacist. Pharmacist review of all patient orders prior to filling and dispensing medication. Specifically, screening all orders for accuracy, completeness, and formulary compliance prior to dispensing. Clinical pharmacists provide decision support for every medication order which includes a review of drug/drug interactions, drug/disease interactions, min/max dosing, etc. This intense decision support allows for only appropriate medications to be administered. Each order review captures the electronic signature of the pharmacist who examined the order.

Our pharmacy information software CIPS provides an interface to Medi-Span to alert clinical pharmacists to any drug to allergy interactions, drug to drug interactions, contraindications, and min/max dosing. This database is the most current.
authoritative, and comprehensive drug reference tool for drug interaction and drug allergy screening. When such an alert occurs, Clinical Solutions' Clinical Pharmacist will review the order and immediately communicate with the provider regarding the order if necessary. See below and on the following three (3) pages for examples of each type of Medi-Span alert.

![Medi-Span Screening Results](image)

**DRUG INTERACTION 1**

CITALOPRAM HBR 20MG TAB Rx:NEW SCRIPT with TRAZODONE HCL, 50MG, TAB
Rx:7162220 (On 08/16/2017)
Onset: Rapid  Severity: Major  Documentation: Suspected

Additive QT interval prolongation may occur during coadministration of CITALOPRAM HBR 20MG TAB and TRAZODONE HCL, 50MG, TAB. Coadministration of CITALOPRAM HBR 20MG TAB and TRAZODONE HCL, 50MG, TAB is not recommended.

**DRUG INTERACTION 2**

CITALOPRAM HBR 20MG TAB Rx:NEW SCRIPT with LITHIUM CARBONATE, 150MG, CAP
Rx:7162221 (On 08/16/2017)
Onset: Delayed  Severity: Moderate  Documentation: Suspected

---

Medi-Span Drug to Drug Interaction Alert
**Medispan Screening Results**

<table>
<thead>
<tr>
<th>Warning</th>
<th>Report</th>
<th>Details</th>
<th>Patient</th>
<th>Rx Notes</th>
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<tr>
<td><strong>ALLERGY 1</strong></td>
<td></td>
<td></td>
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</table>

Prescribed drug: AMOXICILLIN-20 COUNT 500MG CAP

Adverse Reaction(s) have been reported with prior PENICILLINS.

Reported symptoms: Not specified

Drug class(es) and/or common ingredients generating the warning:

**ADVERSE REACTION CLASS(ES):**

Penicillins

---

**Medi-Span Drug to Allergy Alert**

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**SECTION 2.7.b.5 (CONTINUED)**
All Warnings and Reports
DRUG INTERACTION 1
DRUG INTERACTION 2
DRUG INTERACTION 3
DRUG DISEASE 1
DRUG DISEASE 2
DRUG DISEASE 3
PRESCREENING ERROR 1
PRESCREENING ERROR 2

Warning Report Details Patient Rx Notes

DRUG DISEASE 1

WARFARIN SODIUM, 5MG, TAB from PROXY of RANITIDINE HCL 150MG TAB On 08/17/2017 is ABSOLUTELY contraindicated in ULCERS, PEPTIC

Medi-Span Contraindication Alert
### Medispan Screening Results

#### DRUG DOSAGE 1

4 Tab(s) of RANITIDINE HCL 300MG TAB exceeds the recommended adult dosage: 0.25 - 2 Tab(s) per day.

#### DRUG DOSAGE 2

2 Tab(s) of RANITIDINE HCL 300MG TAB exceeds the recommended individual adult dosage: 1 Tab(s) per dose.
2.8 Product Returns

a. Products ordered or delivered in error (Vendor or County) are to be credited 100% upon their return within a seven (7) day time frame.

If a product is ordered or delivered in error and reported and returned within seven (7) days, the product shall be credited 100% to Sarpy County.
2.8 Product Returns
b. All damaged products received by the County are to be credited 100% upon return within a seven (7) day time frame.

If a product is damaged when it is received by Sarpy County and reported and returned within seven (7) days, the product shall be credited 100% to Sarpy County.
## 2.8 Product Returns

c. Manufacturer recalls are to be credited 100% upon return within a seven (7) day time frame.

### FDA OR MANUFACTURER RECALLS

Clinical Solutions is notified immediately by our wholesale vendors, the manufacturer, and/or the FDA through electronic, printed, or telephonic communication when a medication is recalled. Notifications list all affected NDC and medication lot numbers and the classification of the recall. All medication recalls are classified by the FDA for severity and level of patient risk into three levels.

Upon receiving any recall, Clinical Solutions immediately assesses our inventory to identify any potentially affected product and, if found, removes affected product from the pharmacy into an external location to be quarantined so that it cannot be dispensed until it is returned to the appropriate wholesaler or manufacturer.

In the event of a Class I FDA recall, Clinical Solutions will immediately run a report to identify any clients that could have received affected medication and immediately contact them to alert them of the recall, arrange for the return of affected product to the pharmacy, and if a patient currently has an order of the medication, arrange to replace the medication with a different lot number or medication made by a different manufacturer or suggest an alternate medication that can be prescribed to treat the patient.

Additionally, pharmacy students track all FDA recalls through Clinical Solutions' Drug Information Center and assist in client communication for education purposes.
2.8 Product Returns
d. Outdated, discontinued and otherwise unusable goods are to be returned, subject to the manufacturer's return policy. Contractor is to provide pharmaceuticals that can be reasonably used prior to their expiration date. Products delivered that are not current will be returned for a 100% credit upon return within a seven (7) day time frame. Vendor to state the return policy for all unused, discounted, outdated, or otherwise unusable goods.

Clinical Solutions will include all shipping costs for medications which are outdated or unused products which have been partially dispensed by Sarpy County facilities. These products shall be returned to Clinical Solutions by utilizing the pre-paid, pre-addressed Fed-Ex Package Returns Program labels supplied by Clinical Solutions. Each facility will have a supply of these return labels and simply needs to affix them to a returns box when full and send with their normal express delivery personnel at their normal pickup/delivery time to each facility.

Every state Board of Pharmacy differs in destruction laws as it relates to regulations regarding medication destruction. Our dedicated regulatory specialist tracks State, Federal & EPA laws with regard to medication destruction.

Clinical Solutions, in accordance with all State and Federal laws, will provide protocols for the return and credit of medication from Sarpy County facilities. Clinical Solutions will comply with the Tennessee Board of Pharmacy regulations and the Nebraska State Board of Pharmacy regulations for returning medications for credit. Credit for unused, returned medications will be given for medications returned by Sarpy County facilities when the following criteria have been met:

- The Rx medication did not leave the control of the nursing staff responsible for administration and security of the prescription drug.
- The prescription was dispensed in unit dose blister cards or in original manufacturer's unit dose packaging.
The prescription medication is not: a controlled substance, within ninety (90) days of expiration, damaged or deteriorated, contaminated or compromised by the outside environment, or has been improperly stored.

- The prescription medication has not been billed to a private insurance or Medicaid.
- The medication was not packaged with multiple units per bubble in a blister card or in multi-dose strip packaging.

All returned medications should be documented by Sarpy County facilities.

Medications received will then be scanned into our Pharmacy Information Software System (CIPS™) for documentation, accountability, and for the purpose of providing credit to be used on the next billing cycle. We utilize bar-code scanners to record all medications returned to the pharmacy. The monthly report will record:

- Return date
- Patient name
- Rx number
- Fill date
- Drug name and strength
- Quantity returned
- Reason for return
- Original cost
- Amount of credit given

Credit will be given on a monthly basis for all medications returned meeting the above listed criteria. Credits given will not expire and will be deducted from the payment of the oldest outstanding invoice. Only medications that comply with all State and Federal regulations will be credited. Credits will be given for 100% of the medication cost to Sarpy County facilities. According to DEA regulations, controlled substances are not eligible to be returned to the pharmacy provider. All controlled substances will be destroyed in accordance with Tennessee and Nebraska state regulations.

Credit will only be given on manufacturer unit dose dispensed products after they have been received by the member facility. Controlled medication and open partial stock medication cannot be credited as per Federal regulations. Specialty drugs, biologicals, and medications for which efficacy requires un-breached original manufacturer's packaging upon opening will not be eligible for credit.

Please see example of Return For Credit Report on the next page.
### Example of Return for Credit Report

<table>
<thead>
<tr>
<th>Facility</th>
<th>Date</th>
<th>Rx #</th>
<th>Drug</th>
<th>Ret Qty</th>
<th>Text</th>
<th>Initials</th>
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<td>PICK</td>
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<td>712068</td>
<td>CARVEDILOL 25MG</td>
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<td>COV</td>
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</table>
2.8 Product Returns

e. Vendor shall handle and dispose of pharmaceuticals in accordance to all Federal, State, and Local regulations.

In accordance with all State and Federal laws, Clinical Solutions will provide protocols for the return of viable pharmaceutical products for destruction. Items in a blister pack or labeled bottles with NDC numbers are considered viable pharmaceutical products, including hazardous pharmaceuticals. Once all returns are evaluated and determined to be a non-creditable item for Sarpy County, it becomes waste and we dispose of it accordingly using a 3rd party.

Non-hazardous loose pills may be stored in a provided Rx Destroyer. For non-hazardous loose medications, Clinical Solutions will supply each facility with an Rx Destroyer eco-friendly pharmaceutical "disposal in a bottle" at no charge. The Rx Destroyer bottle contains a ready-to-use chemical digestion solution. Simply load unused or unwanted loose pills into the bottle. Invert bottle mix and wash digestion solution over the medications. Drugs start to dissolve permitting the active medication ingredients to be adsorbed and neutralized by the active charcoal ingredients. The active medication ingredients permanently bond to the activated charcoal and the process is irreversible.

Sarpy County facilities may store and keep using the bottle until it becomes full. Once full, facilities may discard the bottle, containing contents, into common trash. Upon request, Clinical Solutions will supply a replacement Rx Destroyer to your facilities.
2.9 Audit

a. Sarpy County reserves the right to request invoices or other such records for verification of supply prices charged to the County under this agreement. Vendor shall make available and retain all records and cost information related to this agreement for a period of two years beyond the agreement expiration date.

Invoicing is prepared by the Accounting department and reviewed by the Accounting Manager, Controller, and Clinical Pharmacist. This team performs sample testing of prescriptions filled to ensure pricing accuracy and price verification of high dollar drugs being dispensed.

Clinical Solutions will supply all invoices or other records requested in order to verify supply prices charged to the county under this agreement. All records and cost information related to this agreement shall be available for a period of two (2) years beyond the agreement expiration date.
2.9 Audit

b. The vendor shall retain as completely confidential all information relating to the policies, procedures and records of the inmates consistent with all laws regulating the disclosure of public record.

Clinical Solutions agrees to retain as completely confidential all information relating to the policies, procedures and records of the inmates consistent with all laws regulating the disclosure of public record.
SECTION 3

COST SAVINGS INITIATIVES
Cost Savings Initiatives

Clinical Solutions has implemented many cost savings, cost containment, and cost avoidance strategies for other correctional facility clients. The strategies include but are not limited to proactive medication opportunity buys and routine poly-pharmacy reviews. Please refer to specific examples listed below and on the following two (2) pages.

PROACTIVE MEDICATION OPPORTUNITY BUYS

Once news of a significant price increase for Humulin was released by the manufacturer in October, 2016, Clinical Solutions proactively secured a two (2) year supply of the product for our clients at the lower price of $12.80 per vial prior to the price increase implementation on January 1, 2017. This resulted in an overall cost savings for our clients of over $2M. Clinical Solutions will gladly apply these same proactive purchasing initiatives to the Sarpy County contract.

ROUTINE POLY-PHARMACY REVIEWS

Poly-Pharmacy is a nationally recognized healthcare problem. Poly-Pharmacy can become problematic when patients are prescribed too many medications by multiple healthcare providers working independently of each other. Also, drug interactions can occur if no single healthcare provider knows the patient's complete medication picture. Concerns about poly-pharmacy include increased adverse drug reactions, drug interactions, prescribing cascade, medication non-adherence, reduced functional capacity, cognitive impairment, and higher costs.

Patients on eleven (11) or more medications including psychiatric medications often require additional scrutiny to treat the underlying illness and/or its effects. This review provides an opportunity to detect duplicate prescriptions; to prevent prescription of inappropriate medication; and to adjust doses as necessary for patients. Clinical Solutions' routine poly-pharmacy review is designed to improve patient outcomes while simultaneously reducing overall costs by eliminating the administration of unnecessary and/or harmful medications.
When Clinical Solutions’ poly-pharmacy review program was implemented at the Tennessee Department of Corrections, the results were significant. Prescriptions for these patients were reduced by 10 percent, thus reducing costs by $20,000/month.

HIGH RISK, HIGH COST PATIENT REGIMEN REVIEW

In order to reduce unnecessary hospitalizations specifically related to adverse medication outcomes, our clinical pharmacists, consulting Geriatric Specialist, and HIV Pharmaceutical Care Specialist will review and develop individualized care plans for high risk, high costs patients who require complex medication regimens in consultation with the medical provider(s) for each patient. These individuals typically suffer from multiple chronic health conditions and/or functional limitations and often include high acuity and transitional care patients such as post-surgical, end-stage organ disease, HIV/Hepatitis C, elder care and hospice.

This review also provides an opportunity to detect duplicate prescriptions; to prevent prescription of inappropriate medication; and to adjust doses as necessary for patients. Patients will receive education, and medication issues are communicated to the healthcare providers.

MONTHLY COMPREHENSIVE DISEASE STATE EXPENDITURE ANALYSIS

Advanced reporting to inform the Sarpy County healthcare team which clinical areas are the most costly, allowing the facilities to target the appropriate high-cost areas to effectively reduce overall expenditures.

TELEPHARMACY CONSULTS

Clinical Solutions has the experience and technology available to offer clinical consultations for complex and high acuity patients via telephone conference or video WebEx conferencing with both healthcare staff and/or patients. Patient consult requests may be generated for complex cases involving multiple medication regimens. Telepharmacy services include drug therapy monitoring and patient counseling.
MONTHLY UTILIZATION EVALUATION

Monthly identification of which areas of highest drug utilization need to be addressed and identify cost-effective therapeutic alternatives.

DOSE OPTIMIZATION

Clinical Solutions encourages using half doses when financially beneficial to the client as well as two (2) pills of a lower dose to achieve the prescribed dose when financially beneficial.

Example: prescriber orders Gabapentin 800 mg. Pharmacy substitutes two (2) Gabapentin 400 mg for one (1) Gabapentin 800 mg.
Pharmacy Location and Hours

Clinical Solutions, LLC
416 Mary Lindsay Polk Drive
Suite 515
Franklin, TN 37067
Hours of Operation: Sunday-Saturday; 24/7

PHONE 1.877.826.5488
FAX 1.866.920.1597
SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center
For the Sheriff's Office

PROPOSALS DUE:
10:00 a.m., Thursday, April 12, 2018
Notice to Vendors

Sarpy County is seeking proposals for Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center for the Sheriff’s Office. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of two (2) years commencing June 1, 2018 until May 31, 2020 with two (2), two (2) year options.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 10:00 a.m., Thursday, April 12, 2018. Bids shall be in a sealed envelope, clearly marked “Sealed Bid – Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center” and shall have the name of the Vendor and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

**Requests for information and clarification questions must be received by April 5, 2018 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum.**

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling  
Sarpy County Clerk’s Office  
1210 Golden Gate Drive, Suite 1250  
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administration Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 10:00 a.m., Thursday, April 12, 2018.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor’s proposal.
The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

**Procedures for Evaluation and Awarding of Bid**

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Sheriff's Office. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.

The following factors will be used to consider the award of the bid, where applicable:

a) Compliance with all requirements.
b) Price.
c) The ability, capability, and skills of the Vendor to perform.
d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
e) The quality of previous performance.
f) Whether the Vendor can perform within the time specified.
g) The previous and existing compliance of the supplier with laws.
h) The life-cost of the personal property or services in relation to the purchase price and specified use.
i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
j) The energy efficiency ratio as stated by the supplier.
k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
l) Such other information as may be secured having a bearing on the decision.

**Terms and Conditions**

1. **Information, Discussion and Disclosures**

   Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

   The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

   No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by April 5, 2018 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. **Addenda**

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. **Confidentiality of Documents**

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County’s refusal to produce such information; otherwise, Sarpy County will make such information public, upon request.

4. **Non-Discrimination Clause**

Pursuant to Neb. Rev. Stat. §73-102, Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
5. **Conflict of Interest Clause**

Pursuant to Neb Rev. Stat. §23-3113, the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. **Payment Terms**

The successful Vendor shall submit a monthly itemized invoice for payment and supporting WAC documentation. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

7. **Supplemental Terms and Conditions/Modifications**

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. **Term**

The Contract will be for a two (2) year period commencing on June 1, 2018 until May 31, 2020 with two (2), two (2) year options. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. **Renewal**

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. **Termination**

Either party may terminate the Contract with ninety (90) days' written notice to the other.

11. **Residency Verification**

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-
Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

a) If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

b) The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

12. Breach

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

13. Insurance Requirements

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days’ notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and $500,000 each accident for Coverage B, Employers Liability.
Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be $1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than $2,000,000. The products/completed operations limit shall not be less than $2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be $1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Professional Liability Insurance

The minimum acceptable limits of Professional Liability insurance is $1,000,000 each occurrence.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor’s insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.
Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor’s insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

14. Assignment

The Vendor may not assign this Contract without the prior written consent of the County.

15. Subcontracting

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Independent Contractor

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

17. Indemnity

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

18. Deviations

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

19. Exceptions

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.
20. Company Information

Vendor will provide the following company information on the bid form:

a. Years in business;
   b. Number of employees; and,
   c. Total sales for last three (3) years.

21. References

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

22. Tobacco Free Notice

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

Specifications

Sarpy County is seeking proposals for Pharmaceuticals for Prisoners in the Sarpy County Law Enforcement Center and Juvenile Justice Center for the Sheriff’s Department. Sarpy County operates a law enforcement center with a capacity of 148 prisoners. Sarpy County also operates a Juvenile Justice Center with a capacity of 36 juveniles. The purpose of this bid is to supply medications (brand name, generic and over the counter) and medical supplies as may be requested by Sarpy County through the Sarpy County Law Enforcement Center and Juvenile Justice Center.

Pharmaceuticals shall be FDA approved generic whenever possible. Vendor shall notify the Jail Nurse via email when generic drugs could possibly be substituted for name brand drugs.

1. License

Vendor shall attach copy of license from the State of Nebraska.

2. Volume

Pharmaceutical purchases were approximately $171,013 for fiscal year 2017. The purchase amount specified in this solicitation, however, is approximate only and is given for the information of the Vendor and for the purpose of bid evaluation. The number does not indicate the actual amount which may be spent annually since such volume will depend upon the requirements of the County. The County does not guarantee any particular volume. However, it is the intent of Sarpy County to purchase as much medication and medical supplies as possible from the successful bidder in order to maximize cost savings. Sarpy County reserves the right to purchase such medications and medical supplies as may be necessary from other vendors.
3. **Pricing**

a. The Vendor shall use the most current Wholesale Acquisition Cost (WAC) as published by First DataBank pricing index, plus or minus a percentage of the WAC. The successful Vendor shall submit WAC documentation, upon request, and WAC pricing shall be available, on request, for auditing purposes.

b. Bid prices shall include all shipping, handling, packaging and all other charges incidental to the delivery of the pharmaceuticals. Under no circumstances will the County be liable for any additional charges.

c. Attached as Exhibit B is a list of medications with quantities that were most commonly purchased in the 2017 calendar year. **This list is available as an Excel spreadsheet if requested by Vendor. This list must be submitted with Vendor’s proposal.** Contact Beth Garber via e-mail bgarber@sarpy.com to receive this in Excel format. Vendor will list current WAC published by First DataBank as of February, 2018 along with proposed percent discount as listed on Bid Form for each using the quantity listed. The items and quantities listed are only estimates and will be used in the evaluation of the bids. Actual medications, medical supplies and quantities ordered may be different.

4. **Ordering**

a. The successful Vendor will enter into an agreement (attached as Exhibit A) and agree to supply medications (both prescription and non-prescription) and medical supplies as may be requested by Sarpy County through the Sarpy County Law Enforcement Center and Juvenile Justice Center.

b. Sarpy County shall order medications (both new prescriptions and refills and OTC medications) and medical supplies through an online ordering process, as needed, to the pharmacy. Vendor to describe ordering process within proposal.

c. As new inmates arrive and in the case of an emergency, Sarpy County will order medications via telephone or another agreed upon method. A hard copy will follow any telephone order as specified by law.

5. **Mode**

a. The Sarpy County Law Enforcement Center currently uses a 30-day blister pack system for all non-liquid medications (except medical supplies). Liquid medicine will be issued in standard prescription bottles. If it is anticipated that an inmate needs less than a 30-day supply, a 7-day supply will be ordered. **Vendor may submit with their proposal optional programs that would provide more cost savings to Sarpy County.**

b. The preparation, labeling and packaging of all medications shall be performed in accordance with all applicable Federal and State laws and regulations.
6. **Delivery**

   a. Vendor must have the capability for one (1) delivery a day (late morning or early afternoon) six (6) days a week, and a second delivery in the evening Monday through Friday. Orders shall be delivered within 24 hours of placing the order. There shall be unlimited emergency deliveries for life threatening situations. Vendor shall have the ability to render emergency service within a four (4) hour period. Delivery time frames to be stated on Bid Form.

   b. The Vendor shall be required to maintain, or have available, an inventory sufficient to deliver requested items on a daily basis. If, for any reason, a product is not available through normal ordering procedures, the Vendor must notify the County in writing, by email. This type of situation should rarely occur as the provider is expected to provide most pharmaceuticals the same day. Any shortage must be corrected within twenty-four (24) hours.

7. **Service**

   a. It is preferred that the Vendor maintain an online ordering site with the following features:

      1. The site and its necessary passwords will be available to the County at no additional charge.
      2. Requested WAC pricing updates provided electronically on a monthly basis, minimum.
      3. The ordering site allows the person placing the order to see the on-hand quantity of the drug to ensure that it is in stock.
      4. Vendor to provide historical data on items ordered, preferable through the ordering site for a period of at least twenty four (24) months from the date of the order.

   b. Vendor’s pharmacist and staff shall provide:

      1. Vendor to provide information/consultation regarding products ordered by the County, as requested. This service shall be available to the County twenty four (24) hours per day.
      2. Vendor shall provide for appropriate disposal of excess medication on a monthly basis in accordance with State of Nebraska regulations.
      3. Vendor will provide to the Jail Nurse, or designee, medication administration records listing each inmate’s name, medication, directions and dosing times.
      4. Provide written instructions for Jail Nurse to administer medications.
      5. Provide review of each inmate patient’s prescriptions to prevent adverse interactions or doubling of medications. An immediate written report should be submitted to the Jail Nurse or designee regarding any adverse interaction or doubling of medication.

8. **Product Returns**

   a. Products ordered or delivered in error (Vendor or County) are to be credited 100% upon their return within a seven (7) day time frame.

   b. All damaged products received by the County are to be credited 100% upon return within a seven (7) day time frame.
c. Manufacturer recalls are to be credited 100% upon return within a seven (7) day time frame.

d. Outdated, discontinued and otherwise unusable goods are to be returned, subject to the manufacturer’s return policy. Contractor is to provide pharmaceuticals that can be reasonably used prior to their expiration date. Products delivered that are not current will be returned for a 100% credit upon return within a seven (7) day time frame. Vendor to state the return policy for all unused, discounted, outdated or otherwise unusable goods.

e. Vendor shall handle and dispose of pharmaceuticals in accordance to all Federal, state and local regulations.

9. Audit:

a. Sarpy County reserves the right to request invoices or other such records for verification of supply prices charged to the County under this agreement. Vendor shall make available and retain all records and cost information related to this agreement for a period of two years beyond the agreement expiration date.

b. The vendor shall retain as completely confidential all information relating to the policies, procedures and records of the inmates consistent with all laws regulating the disclosure of public record.
EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. ___________________________________________________________________________

2. ___________________________________________________________________________

3. ___________________________________________________________________________

4. ___________________________________________________________________________

5. ___________________________________________________________________________

6. ___________________________________________________________________________

7. ___________________________________________________________________________

8. ___________________________________________________________________________

9. ___________________________________________________________________________

10. __________________________________________________________________________
Sarpy County, Nebraska
Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center
Bid Form

Wholesale Acquisition Costs (WAC) – Brand Name:

WAC: +_____________________%

OR

WAC: -_____________________%

Wholesale Acquisition Costs (WAC) – Generic:

WAC: +_____________________%

OR

WAC: -_____________________%

*Prices are to be F.O.B. - Sarpy County

Company Information

Years in business: _____________________________

# of employees _____________________________

Total sales last 3 years _____________________________

_____________________________
I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1
Addendum #2

Attachments: 1. License
2. Pharmacy Location & Hours
3. Price Verification Procedure
4. Ordering Process
5. Delivery Schedule
6. Return Policy

_________________________________    _____________________________ __________
Company Name               Company Representative (Please print)

_________________________________
Authorized Signature

_________________________________
Address

_________________________________
City, State & Zip

_________________________________
E-Mail Address

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.
Exhibit “A”
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a
body politic and corporate, and hereinafter “County”, and ______________________, hereinafter
“Vendor”.

WHEREAS, County is desirous of contracting for Pharmaceuticals for Prisoners in the Law
Enforcement Center and Juvenile Justice Center for the Sheriff’s Office; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor
in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and
covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

A. Services to be rendered by Vendor under this Agreement shall be all those services
necessary and proper for the installation and materials for Pharmaceuticals for Prisoners
in the Law Enforcement Center and Juvenile Justice Center in conformity with each and
every term, condition, specification, and requirements of the Bid Specifications and the
Bid submitted by the Vendor.

B. All provisions of each document and item referred to in Paragraph A above shall be
strictly complied with the same as if rewritten herein, and in the event of conflict among
the provisions of said documents, the provisions most favorable to the County shall
govern.

C. Prior to the commencement of any work, Vendor will place on file with the Sarpy
County Clerk, the required certificates of insurance, if applicable.

D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev.
Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal
immigration verification system to determine the work eligibility status of new
employees physically performing services within the State of Nebraska. A federal
immigration verification system means the electronic verification of the work
authorization program authorized by the Illegal Immigration Reform and immigrant
Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an
equivalent federal program designated by the United States Department of Homeland
Security or other federal agency authorized to verify the work eligibility status of a
newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available
on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor’s bid. Such invoices shall be submitted to:

   Sheriff's Office
   Sarpy County Courthouse
   1210 Golden Gate Drive
   Papillion, NE 68046

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor’s bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor’s bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.
V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County:    Ms. Debra Houghtaling
           Clerk of Sarpy County
           1210 Golden Gate Drive, Suite 1250
           Papillion, NE 68046

Vendor:    ___________________________
           ____________________________
           ____________________________
           ____________________________
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of ________________, 2018.

(Seal)  

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

ATTEST:

________________________________    ____________________________  
Sarpy County Clerk    Chairperson  
Sarpy County Board of Commissioners

Approved as to Form:  

Vendor: ____________________________

Deputy County Attorney  
By: ____________________________  
Title: ____________________________
Instructions for Exhibit B

Vendor shall list the total prices (WAC) for the total quantity listed for the exact medication prescribed including medication name and how dispensed (i.e. 300 mg). The quantity is the total number of tablets or capsules ordered in a one year period.

The total WAC price listed shall incorporate the percent discount listed on Bid Form. Vendor must bid all items listed to be eligible in the review process. Below is a sample of the expectations.

SAMPLE EXHIBIT B

<table>
<thead>
<tr>
<th>Medication</th>
<th>Quantity</th>
<th>WAC Unit Price</th>
<th>WAC % Discount</th>
<th>Extended Total WAC - w/Discount Applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Golytely Bottle</td>
<td>8,000</td>
<td>$40.00</td>
<td>10.00%</td>
<td>$32,000.00</td>
</tr>
<tr>
<td>HydrOXYzine HCl 50mg Tab</td>
<td>4,980</td>
<td>$4.50</td>
<td>10.00%</td>
<td>$2,241.00</td>
</tr>
</tbody>
</table>

*Total WAC: Quantity x WAC Price w/Percent Discount.
<table>
<thead>
<tr>
<th>Medication</th>
<th>Quantity</th>
<th>WAC Unit Price</th>
<th>WAC % Discount</th>
<th>Extended Total WAC w/Discount Applied</th>
<th>WAC Unit Price</th>
<th>WAC % Discount</th>
<th>Extended Total WAC w/Discount Applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inlay Tech. Lidocaine 10mg Tab</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>HDZP/OZINE HCl 50mg Tab</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fludrocortisone 0.1mg Tab</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Metformin 500mg Capsule</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Mirtazapine 15mg Tablet</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lithium Carb 300mg Capsule</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Nizatidine 150mg Tablet</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Omeprazole 40mg Capsule</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Prazosin 1mg XL 30mg Tab</td>
<td>0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Propafenone 150mg Tab</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Quetiapine 200mg Capsule</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Sertraline 100mg Tab</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Sumatriptan SR 50mg Tab</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Terbinafine 250mg Capsule</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>T巡erine 5mg Capsule</td>
<td>0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Triamcinolone 0.1% Oint</td>
<td>0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>Valproic Acid 250mg/Sml</td>
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<td>Lyrica 75mg Capsule</td>
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</tr>
<tr>
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<tr>
<td>Medication</td>
<td>Unit</td>
<td>Quantity</td>
<td>Brand Name Medication</td>
<td>Generic Medication</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>----------------------------------------------------------</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tolnaftate 1% cream (antifungal)</td>
<td>Tube</td>
<td>4</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
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<tr>
<td>Tuberculosis PPIT 10 test</td>
<td>Vial</td>
<td>1</td>
<td>$0.00</td>
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<td>Diphenhydramine</td>
<td>Pit</td>
<td>$400.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Eye drop solution (substitute for visine)</td>
<td>Bottle</td>
<td>$4.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Blood glucose strips 50 test strips</td>
<td>Bottle</td>
<td>2</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Hydrocortisone cream 1%</td>
<td>Tube</td>
<td>7</td>
<td>$0.00</td>
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<td></td>
<td></td>
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<tr>
<td>Milk of Magnesium</td>
<td>Bottle</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
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<td></td>
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<tr>
<td>Daily Vitamins 2 bottles, 1000/bottle</td>
<td>Pill</td>
<td>2000</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>Sudogest 10 mg (Subgester)</td>
<td>Pill</td>
<td>216</td>
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<tr>
<td>Vitamin D3</td>
<td>Pill</td>
<td>400</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Afluria (flu vaccine)</td>
<td>Dose</td>
<td>40</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Epinephrine 0.3 mg x pack</td>
<td>Injector</td>
<td>2</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Neomycin/polymyxin B and hydrocortisone otic solutions</td>
<td>Bottle</td>
<td>3</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
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<tr>
<td>Lactaid</td>
<td>Tablet</td>
<td>300</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Benzoyl Peroxide Acne Cream</td>
<td>Tube</td>
<td>2</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
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<tr>
<td>Lice killing shampoo</td>
<td>Bottle</td>
<td>13</td>
<td>$0.00</td>
<td>$0.00</td>
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<td></td>
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<tr>
<td>Bacitracin Ointment</td>
<td>Dose</td>
<td>144</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Antacid</td>
<td>Tablet</td>
<td>150</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
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<td></td>
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<tr>
<td>Selenium 1% shampoo</td>
<td>Bottle</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ventolin Inhaler</td>
<td>Each</td>
<td>6</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acetaminophen 325 mg</td>
<td>Tablet</td>
<td>4000</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permethrin cream 5 % for scabies</td>
<td>Tube</td>
<td>2</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Neop sea nasal spray</td>
<td>Bottle</td>
<td>2</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Albuterol 0.083 %</td>
<td>Unit</td>
<td>25</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
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<tr>
<td>Glucagon Emergency Kit</td>
<td>Kit</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sore throat lozenges</td>
<td>Lozenge</td>
<td>180</td>
<td>$0.00</td>
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<td></td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>$0.00</strong></td>
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</tr>
</tbody>
</table>
Clarification #1: Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, April 26, 2018. Bids shall be in a sealed envelope, clearly marked “Sealed Bid – Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center” and shall have the name of the Vendor and the time and date of the bid opening. Do not fax bids, only sealed bids will be accepted.

All other terms and conditions remain unchanged. Addendum must be acknowledged on the Bid Form.
Pharmaceuticals for Prisoners in the Law Enforcement Center and Juvenile Justice Center
For the
Sheriff’s Office

Addendum #2

Question #1: How many prescriptions do you order a day per facility? How many of which are new orders?
Response: We average 6 orders per day with 1 of them being a new order.

Question #2: What kind of MARs do the facilities use? Paper or Electronic? If Electronic, which software do they work on?
Response: We use paper MARs.

Question #3: How do new prescriptions get ordered today? How do refills get reordered today? E-Prescribing, Fax, Phone, etc.?
Response: Both are faxed to the pharmacy on an order sheet.

Question #4: How often do providers visit your facilities?
Response: Our Physician and Psychiatric Nurse Practitioner each visit our site once per week.

Question #5: What is the average length of stay for an inmate?
Response: The average length of stay is 18 days. Those with heavier charges remain here longer.

Question #6: How are the facilities currently ordering supplies? What vendor and what ordering system?
Response: We keep a formulary of medications here for inmates. We fax orders to Diamond Pharmacy for stock medications and patient specific prescriptions. We use Walgreens Pharmacy for emergency medication orders that we need to receive the same day. We order over-the-counter medications from McKesson.
Question #7: 3. Pricing, item a on page 10 states, “The Vendor shall use the most current Wholesale Acquisition Cost (WAC) as published by First Data Bank pricing index, plus or minus a percentage of the WAC.”

Many of the leading pharmacies in the industry use Medi-Span as their source for published WAC and AWP. As Medi-Span is one of the industry leaders, would this be an accepted source for the published WAC pricing?

Historically, not all medications may have a published WAC price. In those instances, are bidders to substitute AWP pricing? If not, how does Sarpy County wish for those medications to be priced?

Response: Vendors may use AWP pricing, but must identify what pricing is being used within their proposal and as requested by Sarpy County during the contract period.

Question #8: 6. Delivery, item a on page 11 indicates that the vendor must have the capability for one delivery a day, six (6) days a week, and a second delivery in the evening Monday through Friday. This item also indicates that orders shall be delivered within 24 hours of placing the order.

The requirement of a second delivery will limit competition to local vendors that can make a same-day delivery to the jail, but may not offer many of the technological, clinical, formulary management, cost-saving, and operational services and efficiencies that are unique to the correctional industry that your facilities will require.

To allow for additional competition, will you modify your delivery requirement to read, “All orders received at the pharmacy by the designated daily order cutoff time must be delivered the next business day”?

If not, what concerns do you have regarding allowing next-business-day delivery of medications to your facility?

Response: It is necessary that we receive our medications within 24 hours. We currently receive medications the next morning if we place an order by 2:00pm. If it is after 2:00pm and we cannot wait an extra day to receive the medication, we place an emergency order through Walgreens Pharmacy.

Question #9: On Exhibit B, on the “LEC Meds” tab, column B is labeled “Quantity”. On the “JCC Meds” tab, column B is labeled “unit” and column C is labeled “quantity.”

Should bidders assume that the quantities on the LEC tab in column B are the metric quantities, and for the unit price in columns C and F, bidders are to indicate the price per tablet, capsule, mL, gram, etc.?
Response: There is not a “unit” column in the Law Enforcement Center tab because the unit is defined in column A, “Medication”. Vendors should use the information listed in column A to identify the medication request, i.e. 50 mg tablet.

Question 10: 5. Mode, item b on page 10 states, “The preparation, labeling and packaging of all medications shall be performed in accordance with all applicable Federal and State laws and regulations.” Being that the LEC and Juvenile Center current receive first-dose and interim stock medications, it is often overlooked that a pharmacy provider cannot dispense more than 5% of their overall company-wide sales as stock without being registered as a wholesaler in the state of Nebraska or uses the services of a wholesaler in the state of Nebraska to sell and/or distribute wholesale quantities (greater than 5%) of stock medications. Although bidders’ compliance with federal and state regulations regarding stock distribution is anticipated and should be expected, compliance cannot be fully assured unless written documentation is provided to your evaluation committee at the time of proposal submittal.

Will you require bidders to submit a copy of their wholesaler license from the State of Nebraska, or the license and name of the wholesaler in Nebraska that they will subcontract with for stock distribution?

Will a bidder’s failure to provide proof of compliance with federal regulations at the time of proposal submittal, specifically this requirement, deem that bidder as non-responsive and therefore ineligible for an award?

Response: Vendors shall comply with each and every State of Nebraska and federal requirement. Appropriate demonstration or acknowledgement of compliance should be attached to the sealed bid. Sarpy County reserves the right to award the bid based on the Procedures for Evaluation and Awarding of Bid identified within the Specifications.

Question #11 5. Mode, item b on page 10 states, “The preparation, labeling and packaging of all medications shall be performed in accordance with all applicable Federal and State laws and regulations. As the LEC and Juvenile Center are currently receiving stock in blister cards, a pharmacy or wholesaler cannot simply put those medications in a blister card and label them as stock and still be in full regulatory compliance. A company must be an FDA-registered repackager or use the services of an FDA-registered repackager to legally repackage stock medications into blister cards or into any other packaging that results in a change to the original manufacturer’s packaging if those repackaged cards are being sold to your facility. Although bidders’ compliance with federal and state regulation is anticipated and should be expected, compliance cannot be fully assured unless written documentation is provided to your evaluation committee at the time of proposal submittal.
Will you mandate that bidders comply with federal regulations and use an FDA-registered repacker if stock is sold to your facilities in packaging (such as blister cards) that is different than the original manufacturer’s packaging?

Will you require bidders at the time of proposal submittal to provide evidence such as the FDA Drug Establishment Registration Facility Establishment Identifier of the registered repacker they are utilizing for these services as proof of FDA registration?

Will a bidder’s failure to provide, at the time of proposal submittal, written documentation to prove that they comply with FDA repackaging regulations regarding the selling of stock medications deem that bidder non-compliant and therefore ineligible to receive an award?

Response: Vendors shall comply with each and every State of Nebraska and federal requirement. Appropriate demonstration or acknowledgement of compliance should be attached to the sealed bid. Sarpy County reserves the right to award the bid based on the Procedures for Evaluation and Awarding of Bid identified within the Specifications.

Question #12: Regarding credit on returned medications, not all pharmacies apply the same safeguards once medications are returned to them. When a pharmacy reclaims medication for future redispensing (which is standard within the industry where permitted by law), if each individual bubble of the blister pack is not labeled with the medication’s name and strength, lot number, and expiration date, tracking this information for a medication subsequently redispensed to your patients (if recalled or even expired) would be difficult - if not impossible.

To avert patient safety issues for your facilities, will you require the pharmacy to dispense medications in blister card packaging where each individual bubble of the blister card on medications eligible for reclamation is labeled with the medication’s name and strength, lot number, expiration date, and manufacturer’s name?

Will a bidder’s failure to provide proof of compliance (such as a sample blister card) at the time of proposal submittal deem a bidder who is unable to ensure inmate safety (in the event of a medication recall) as non-responsive and therefore ineligible for an award?

Response: Vendors shall comply with the product return requirements listed within the RFP. Sarpy County reserves the right to award the bid based on the Procedures for Evaluation and Awarding of Bid identified within the Specifications.

Question #13: Will there be an opportunity to submit additional questions, for clarification purposes only, in the event responses to submitted questions are unclear?
Response: No.

Question #14: When can vendors expect answers to all questions submitted?
Response: This addendum will address all questions. No further questions will be answered.

Question #15: Will there be an opportunity for a second round of questions if any answers in the first round of questions needs clarification?
Response: See Question #13.

Question #16: Will Sarpy County consider extending the due date for Submission of Response to accommodate thoughtful consideration of answers to all questions submitted and a potential second round of questions in order to provide the most cost effective proposal possible?
Response: There will be no further extension of the proposal due date.

Question #17: When will the intent to award a contract be published?
Response: All proposals shall be valid for a period of 90 days. The bid award is anticipated to occur May.

Question #18: Please describe in detail how the Evaluation of Proposals will be scored and weighted.
Response: Vendors should reference Procedures for Evaluation and Award of Bid.

Question #19: Is Sarpy County considering final BAFO presentations for finalists to be a part of this RFP process? If so, what would be the selection process for those participating in an in-person BAFO presentation? In our experience, it is often helpful for all parties involved to participate in an in-person BAFO presentation meeting with the most qualified and highest scoring vendor(s) prior to the intent to award announcement to provide an opportunity to meet the vendor that you are contracting with, receive a personalized presentation on their services offered, and an opportunity for all parties to ask qualifying questions regarding the specifics of the RFP and RFP response.
Response: No.

Question #20: Who is the current vendor providing Pharmaceutical Services to Sarpy County Detention Center?
Response: Diamond Drugs, Inc.
Question #21: What are the current contracted pharmacy rates? In most, if not all public procurements, cost is not considered proprietary and would be readily available. (This information should not be proprietary as this information is now historic in relationship to the expiring contract. It would seem reasonable that information available in relationship to cost and the expenditure of public monies to a private contractor should be considered open and public. Failure to disclose the known information would be a substantial disadvantage to any bidders wishing to compete in a fair and competitive bid process.)

Response: The current contract can be found here: https://www.sarpy.com/sites/default/files/doc/board-commission/county-board/resolutions/2012/2012-131%20Diamond%20Drugs%20Pharmaceuticals%20for%20Sheriffs%20Jail%20JJC%20Bid%20Award.PDF

Question #22: What is your current cutoff time for next-day delivery orders to be submitted to the pharmacy? Do you intend to keep this the same?

Response: See Question #8. Vendors shall define delivery procedures within the sealed bid.

Question #23: What is the average number of prescriptions filled per month for your facilities?

Response: See Question #1.

Question #24: Actual utilization data would be helpful for potential bidders to study medication mix and prescriber ordering trends in order to prepare a responsible and competitive bid rate. Can you please provide the past 3 months pharmacy invoices for review?

Response: Exhibit B provides vendors with a list of medications with quantities that were most commonly purchased in the 2017 calendar year. Vendors are to use this list of medications to prepare the sealed bid.

Question #25: What is the percentage of stock medications vs. patient specific medications?

Response: 95% are stock medications and 5% are patient specific medications.

Question #26: Do you receive stock medications in 30 count blister cards or is all stock in manufacturer’s bulk bottles?

Response: 30 count blister cards

Question #27: May we have a copy of your current formulary?

Response: This is not available.
**Question #28:** How does the County send prescription new orders and refills to the pharmacy vendor? Email, Fax, Remote Provider Order entry? If multiple methods are used, approx. what percentage of each type of transmittal apply?

**Response:** See Question #6.

**Question #29:** What is the current preferred method for delivery?

**Response:** Delivery shall be in accordance to the Request for Proposal documents.

**Question #30:** Are medical supplies (needles, syringes, diabetic test strips, etc.) for your location ordered from the current contracted pharmacy? If not, would Sarpy County be interested in this value-added service?

**Response:** See Question #6. Vendor proposals must meet or exceed specifications.

**Question #31:** Does the County currently have an eMAR or EHR in place? If so, what is the name of the program currently in place? If so, is an interface required to connect with the system?

**Response:** See Question #2.

**Question #32:** If not, are there plans to implement an eMAR or an EHR during the term of this contract? If yes, would a new price be negotiated to include the value-added service of an eMAR or EHR implementation?

**Response:** Vendors should prepare a bid in accordance to the RFP.

**Question #33:** Can you please provide the name of the correctional facility inmate management software or jail management system?

**Response:** The County currently uses IMACS for the jail management system.

**Question #34:** Is an interface required to connect with the inmate management software system? Does the inmate management software currently in use support an HL7 interface?

**Response:** No.

**Question #35:** Who is the current after-hours back-up pharmacy (if utilized)?

**Response:** See Question #8.

**Question #36:** How are the prescription returns from your facility currently handled? Do you currently receive credit for returned medications? Are there any restocking fees or minimum costs to qualify as a return?
Response: Current practices can be found in the agreement documentation. This documentation is available here: https://www.sarpy.com/sites/default/files/doc/board-commission/county-board/resolutions/2012/2012-131%20Diamond%20Pharmaceuticals%20for%20Sheriffs%20Jail%20EC%20JJC%20Bid%20Award.PDF

Question #37: Are release medications supplied to inmates upon parole or discharge? If so, how many days’ supply is provided?
Response: Yes – 7 day supply upon street release and 30 day supply when sent to treatment.

Question #38: What is the current process for notifying pharmacy of inmates release dates?
Response: We discontinue medications for those who have been released on Diamond Pharmacy’s website.

Question #39: Will it be required to ship inmate discharge/transfer medications to private residences or are they shipped to each correctional facility only for discharge/transfer patients?
Response: No.

Question #40: Is your correctional facility accredited by the National Commission on Correctional Health Care (NCCHC) or American Correctional Association (ACA)? If not, do you expect to seek accreditation during the term of the contract? Please provide all current Accreditation for all facilities.
Response: The Sarpy County Jail is not currently accredited through NCCHC or ACA.

Question #41: Do the correctional facilities currently maintain a Keep-On-Person (KOP) Program? If so, please provide a list of KOP medications approved by facility.
Response: No.

Question #42: What percentage of your inmates, if any, are Federal? Specifically, what percentages are under jurisdiction of each the US Marshals Service (USMS) and US Immigrations and Customs Enforcement (ICE)?
Response: As of 4/9/2018 we currently house 169 inmates – 11 are ICE holds and 2 are USMS holds.
Question #43: Are OTC medications for commissary provided by the Contracted Pharmacy? If not, where do they come from?
Response: No, they are able to order them from our contracted commissary company.

Question #44: How are non-formulary requests approved?
Response: They are approved by our Jail Physician and/or the RN Manager.

Question #45: Please describe your Non-Formulary Review process in detail.
Response: Non-Formulary medications are very rare and are only ordered by the Jail Physician if the inmate is currently taking the prescribed medications.

Question #46: Please describe the current destruction policy for all outdated/expired drugs.
Response: Vendors must follow all State and federal requirements throughout the duration of this contract.

Question #47: Does your facility have a DEA License? If so, whose name(s) is (are) under licensure?
Response: The Jail Physician holds the DEA License.

Question #48: Does your facility have a current state pharmacy license?
Response: Yes.

Question #49: Please provide the following pharmacy information by year for the last three years: number of patients on HIV medication, number of patients on psychotropic medications, number of patients on Hepatitis C medications, number of patients receiving medications associated with hemophilia, HIV medication dollars, psychotropic medication dollars, hepatitis C medication dollars, and hemophilia related medications dollars.
Response: Unable to determine due to turnover. Over 50% are prescribed psychiatric medications.

Question #50: Of inmates receiving Hepatitis C treatment, what is the nature of the treatment? Please list medications used to treat over the past three years.
Response: Unable to provide this information as it is very rare.
Question #51: Does your facility currently use a barcode electronic order reconciliation and medication return management system?

Response: Vendors should identify if the use of a barcode system is proposed within the submitted sealed bid.

Question #52: Please outline the medical personnel shifts that will require start up in-service training?

Response: We have a small staff and only 2 shifts. Training would need to take place a few days.

Question #53: Does the current pharmacy vendor use a FDA-registered repackager to ensure compliance with federal regulations for Correctional Health stock medications?

Response: Vendors must follow all State and federal requirements throughout the duration of this contract.

Question #54: Will you mandate that the pharmacy vendor use a FDA-registered repackager for Correctional Health stock medications to ensure compliance with Federal regulations?

Response: Vendors must comply with each and every specification along with all State and federal regulations.

Question #55: Will you require bidders to provide, as part of the proposal, evidence (the repacker’s license and labeler code) that they use a FDA-registered repackager, as this is the only means to ensure compliance?

Response: See Question #11.

Question #56: Will failure to provide proof of compliance with Federal regulations deem a bidder non-responsive and therefore ineligible for an award?

Response: Sarpy County will award the bid based on the Procedures for Evaluation and Awarding of Bid identified within the Specifications.

Question #57: Does your Detention Center maintain an Emergency Drug Box? If so, please provide a list of medications to be contained in the Emergency Drug Boxes.

Response: No.
Question #58: Please provide a list of your current Stock Medications.

Response: Exhibit B provides vendors with a list of medications with quantities that were most commonly purchased in the 2017 calendar year. Vendors are to use this list of medications to prepare the sealed bid.

Question #59: How many med carts are currently in use by your correctional facility?

Response: One.

Question #60: Are these med carts the property of the current contractor or will they remain with the County?

Response: It will remain property of the County.

Question #61: Please outline the quantity of medications carts needed for each facility (if required)?

Response: This is not required.

Question #62: What reports are currently being utilized by Sarpy County? What additional reports will be required? Can Sarpy County provide examples of current monthly reports provided by current pharmaceutical services vendor?

Response: We currently receive a monthly formulary management report.

Question #63: Will you be requiring monthly/quarterly pharmacy consultations/inspections? If so, please describe?

Response: No.

Question #64: Are there any current committee meetings that would require a pharmacist or other vendor representative to attend? If so, what is the frequency of those meetings? Are the meetings required to be attended in person or will video/teleconferencing be permitted?

Response: No.

Question #65: Please provide the current pharmacy related Policies & Procedures for all facilities.

Response: N/A
Question #66: Will the County entertain an alternate pricing proposal than what is found on page 10 Section 3 to include an Actual Acquisition Cost plus dispensing fee model or an Average Wholesale Price (AWP) minus percentage model instead of WAC minus percentage?

Response: See Question #7.

Question #67: What are the small diverse business and small business contract requirements/goals for this contract?

Response: Not applicable to this contract.

Question #68: What is the average length of stay for inmates at your facilities?

Response: See Question #5.

All other terms and conditions remain unchanged. Addendum must be acknowledged on the Bid Form.
Sarpy County, Nebraska Pharmaceuticals for Prisoners in the Law Enforcement Center & Juvenile Justice Center Request for Proposals

Sarpy County, Nebraska is seeking proposals for Pharmaceuticals for Prisoners in the Sarpy County Law Enforcement Center & Juvenile Justice Center. Bids will be accepted Monday through Friday 8:00 a.m. to 4:45 p.m., except holidays, until 10:00 a.m., April 12, 2018. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Pharmaceuticals for Prisoners in the LEC & JJC" with the time and date of the bid opening. All bids must be sent to Deb Houghtaling, Sarpy County Clerk’s Office, 1210 Golden Gate Drive, Papillion, NE 68046. Bids will be publicly opened and read aloud at 10:00 a.m., April 12, 2018, in the Sarpy County Administrative Conference Room, at the above address.

Bidding criteria can be received from Beth Garber, Senior Buyer/Contract Administrator, 1210 Golden Gate Drive, Papillion, NE 68046 or bgarber@sarpy.com. Bidding criteria is also available on the internet at www.sarpy.com. Vendors that obtain specifications from the internet sites are responsible for obtaining any addendums that may be added at a later time.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

Debra J. Houghtaling
Sarpy County Clerk

2085839; 3/21, 3/28

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