

Contract Review Sheet

Purchase Order

882795 - Amd 8Title: Marion County Jail Inmate Pharmaceutical ServicesContractor's Name: Correct RX Pharmacy Services, Inc.Department: Sheriff's OfficeContact: Kristy WitherellAnalyst: Sandra FixsenPhone #: (503) 373-4402Term - Date From: July 1, 2020Expires: August 21, 2027Original Contract Amount: \$ 338,333.00 Previous Amendments Amount: \$ 2,045,142.54Current Amendment: \$ 460,000.00 New Contract Total: \$ 2,843,475.54 Amd% 740%Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%Source Selection Method: 10-0400 Cooperative

Cooperative# _____

Description of Services or Grant Award

Amendment #8 is adding \$460,000.00 to the Purchase Order and extending the terms through August 21, 2027, to align with the State Price Agreement/MMCAP term.

Amendment #7 is adding \$447,304.44 to the Purchase Order that was approved within the FY 2025-26 Budget and extending the terms through June 30, 2026.

Amendment #6 is adding \$709,760.27 to the Purchase Order with Correct Rx to cover JMOUD grant funding and unexpected pharmaceutical expenses through June 30, 2025.

Amd #5 added \$260,414.00 to the Purchase Order that was approved within the FY 2024-25 budget.

Amd #4 added \$150,000 to the Purchase Order with Correct Rx through June 30, 2024. This increase is due to the Adults in Custody needing more medical care when entering the jail.

Amd #3 added \$177,000 to the purchase order that was approved within the FY 2023-24 Budget.

Amd #2 added \$220,000 to the purchase order that was approved within the FY 2022-23 Budget.

Amd #1 added \$80,663.83 to the purchase order to pay for final services through FY 2021-22.

Original contract was established in FY 2020-21 for \$338,333.00 through a cooperative agreement through the Minnesota Multicontracting Alliance for Pharmacy (MMCAP).

CMS Record #SO-3329-20

Desired BOC Session Date: 6/3/2026Contract should be in DocuSign by: 5/13/2026Agenda Planning Date: 5/21/2026Printed packets due in Finance: 5/19/2026Management Update: 5/19/2026BOC upload / Board Session email: 5/20/2026BOC Session Presenter(s) Commander RamseyCode: Y

REQUIRED APPROVALS

Sandra L. Fixsen 05/12/2026Kristy Witherell 05/12/2026
Kristy Witherell (May 12, 2026 06:11:32 PDT)

Finance - Contracts Date

Contract Specialist Date

Scott A. Norris 05/12/2026
Scott A. Norris (May 12, 2026 13:40:14 PDT)Jan Fritz 05/13/2026
Jan Fritz (May 13, 2026 08:23:57 PDT)

Legal Counsel Date

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, June 3, 2026

Department: Sheriff's Office

Title: Amendment #8 to the Purchase Order with Correct Rx

Management Update/Work Session Date: Tuesday, May 21, 2026 Audio/Visual aids

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action:
Staff requests considering approval of Amendment #8 to the Purchase Order Agreement with Correct Rx Pharmacy Services, Inc. in the amount of \$460,000, for a new total of \$2,843,475.54 for Marion County Jail pharmaceutical services through August 21, 2027.

Issue, Description & Background:
The Marion County Sheriff's Office requests approval to purchase pharmaceutical services for the Jail by a standard purchase order through August 21, 2027, referencing State Price Agreement (SPA) # 10700-00016319 and the Minnesota Multi-state Contracting Alliance Program (MMCAP) MMS2200739 that conforms to Marion County Public Contracting Rules, Section 10-0400.

Financial Impacts:
Estimated total through August 21, 2027 will be \$460,000.00

Impacts to Department & External Agencies:
N/A

List of attachments:
Original PO and Amendments 1-8.

Presenter:
Commander Jacob Ramsey

Department Head Signature:



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC
803 A BARKWOOD COURT
LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
		1
Ship To:		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 541280	Order Date / Buyer 02-APR-20 C Brignon	Revised Date / Buyer 01-JUL-26/K. Witherell
Payment Terms Immediate	Ship Via Best method		F.O.B Destination
Freight Terms Prepaid	Request Or Deliver To		Confirm To / Telephone ()

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Pharmaceutical Services for the Marion County Jail - 01-JUL-20 through 31-OCT-21 - Original					\$338,333.00
2	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-22 - Amd 1					\$80,663.83
3	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-23 - Amd 2					\$220,000.00
4	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 30-JUN-24 - Amd 3					\$177,000.00
5	Pharmaceutical Services for the Marion County Jail - through June 30, 2024 - Amd 4					\$150,000.00
Total						\$965,996.83

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC
803 A BARKWOOD COURT
LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
		2
Ship To:		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
Payment Terms		Ship Via	F.O.B
Freight Terms		Request Or Deliver To	Confirm To / Telephone ()

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
6	Pharmaceutical Services for the Marion County Jail - 01-JUL-24 through 30-JUN-25 - Amd 5					\$260,414.00
7	Pharmaceutical Services for the Marion County Jail - 01-NOV-24 through 30-JUN-25 - Amd 6					\$465,842.57
8	JMOUD Grant for Pharmaceutical Services for HB4002 adults - Amd 6 250-31-33-333-3309-521120					\$243,917.70
9	Pharmaceutical Services for the Marion County Jail - 01-JUL-25 through 30-JUN-26 - Amd 7					\$447,304.44
10	Pharmaceutical Services for the Marion County Jail - 01-JUL-26 through 21-AUG-27 - Amd 8					\$460,000.00
Total						\$2,843,475.54

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY –TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with the highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6 TERMINATION OF PO. The PO may be terminated under the following conditions: a. By written mutual agreement of both parties, termination may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO immediately and without prior notice for any of the following reasons: (1) If the Contractor fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof; (2) If the Contractor fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract; (3) Failure of the Contractor to comply with the provisions of this PO and all applicable federal, state, and local laws and rules; (4) Expiration of applicable cooperative agreement. Any termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the Contractor all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be

exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

20. TERMS: Performance by Contractor under this PO or acceptance of payment by Contractor under this PO constitutes acceptance of these Marion County Terms and Conditions. The terms in this PO take precedence over any other terms.


**SIGNATURE PAGE FOR
MARION COUNTY JAIL INMATE PHARMACEUTICAL SERVICES - SO-3329-20 – AMD 8
between
MARION COUNTY and CORRECT RX PHARMACY SERVICES, INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
-------	------

Commissioner	Date
--------------	------

Commissioner	Date
--------------	------

Authorized Signature:		05/12/2026
	Department Director or designee	Date

Authorized Signature:	<u>Jan Fritz</u> <small>Jan Fritz (May 13, 2026 08:23:57 PDT)</small>	05/13/2026
	Chief Administrative Officer	Date

Reviewed by Signature:	<u>Scott A. Norris</u> <small>Scott A. Norris (May 12, 2026 13:40:14 PDT)</small>	05/12/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:		05/12/2026
	Marion County Contracts & Procurement	Date

Contract Review Sheet

Purchase Order

882495

Title: Marion County Jail Inmate Pharmaceutical Services

Contractor's Name: Correct RX Pharmacy Services, Inc.

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: July 1, 2020

Expires: June 30, 2026

Original Contract Amount: \$ 338,333.00

Previous Amendments Amount: \$ 1,597,838.10

Current Amendment: \$ 447,304.44

New Contract Total: \$ 2,383,475.54

Amd% 604%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative

Cooperative# _____

Description of Services or Grant Award

Amendment #7 is adding \$447,304.44 to the Purchase Order that was approved within the FY 2025-26 Budget and extending the terms through June 30, 2026.

Amendment #6 is adding \$709,760.27 to the Purchase Order with Correct Rx to cover JMOUD grant funding and unexpected pharmaceutical expenses through June 30, 2025.

Amd #5 added \$260,414.00 to the Purchase Order that was approved within the FY 2024-25 budget.

Amd #4 added \$150,000 to the Purchase Order with Correct Rx through June 30, 2024. This increase is due to the Adults in Custody needing more medical care when entering the jail.

Amd #3 added \$177,000 to the purchase order that was approved within the FY 2023-24 Budget.

Amd #2 added \$220,000 to the purchase order that was approved within the FY 2022-23 Budget.

Amd #1 added \$80,663.83 to the purchase order to pay for final services through FY 2021-22.

Original contract was established in FY 2020-21 for \$338,333.00 through a cooperative agreement through the Minnesota Multicontracting Alliance for Pharmacy (MMCAP).

CMS Record SO-3329-20.

Desired BOC Session Date: 6/11/2025

Contract should be in DocuSign by: 5/7/2025

Agenda Planning Date: 5/29/2025

Printed packets due in Finance: 5/13/2025

Management Update: 5/27/2025

BOC upload / Board Session email: 5/28/2025

BOC Session Presenter(s) Commander Jacob Ramsey

Code: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, June 11, 2025

Department: Sheriff's Office

Title: Amendment #7 to the Purchase Order with Correct Rx

Management Update/Work Session Date: Tuesday, May 27, 2025 Audio/Visual aids

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action: Staff requests considering approval of Amendment #7 to the Purchase Order Agreement with Correct Rx Pharmacy Services, Inc. in the amount of \$447,304.44, for a new total of \$2,383,475.54 for Marion County Jail pharmaceutical services through June 30, 2026.

Issue, Description & Background: The Marion County Sheriff's Office requests approval to purchase Pharmaceutical services for the Jail by a standard purchase order for the 25-26 fiscal year referencing State Price Agreement (SPA) # 10700-00016319 and the Minnesota Multi-state Contracting Alliance Program (MMCAP) MMS2200739 that conforms to Marion County Public Contracting Rules, Section 10-0400.

Financial Impacts: The estimated total for FY 2025-26 is \$447,304.44.

Impacts to Department & External Agencies: N/A

List of attachments: Original PO, Amendments 1-7

Presenter: Commander Jacob Ramsey

Department Head Signature: DocuSigned by: Jay Bergman
A8360599C95D420...



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC
803 A BARKWOOD COURT
LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
882495		1
Ship To:		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 541280	Order Date / Buyer 02-APR-20 C Brignon	Revised Date / Buyer 01-JUL-25/K. Witherell
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Pharmaceutical Services for the Marion County Jail - 01-JUL-20 through 31-OCT-21 - Original					\$216,144.76
2	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-22 - Amd 1					\$202,852.07
3	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-23 - Amd 2					\$220,000.00
4	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 30-JUN-24 - Amd 3					\$177,000.00
5	Pharmaceutical Services for the Marion County Jail - through June 30, 2024 - Amd 4					\$150,000.00
Total						\$965,996.83

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: See Page 2 for signatures
MARION COUNTY PURCHASING
 NOT VALID Unless Signed By Purchasing



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC
803 A BARKWOOD COURT
LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
882495		2
Ship To:		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 541280	Order Date / Buyer 02-APR-20 C Brignon	Revised Date / Buyer 01-JUL-25/K. Witherell
Payment Terms Immediate	Ship Via Best method		F.O.B Destination
Freight Terms Prepaid	Request Or Deliver To		Confirm To / Telephone ()

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
6	Pharmaceutical Services for the Marion County Jail - 01-JUL-24 through 30-JUN-25 - Amd 5					\$260,414.00
7	Pharmaceutical Services for the Marion County Jail - 01-NOV-24 through 30-JUN-25 - Amd 6					\$465,842.57
8	JMOUD Grant for Pharmaceutical Services for HB4002 adults - Amd 6 250-31-33-333-3309-521120					\$243,917.70
9	Pharmaceutical Services for the Marion County Jail - 01-JUL-25 through 30-JUN-26 - Amd 7					\$447,304.44
Total						\$2,383,475.54

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

DocuSigned by:

Authorized By:

E4592AE8CAA542C

MARION COUNTY PURCHASING

NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**SIGNATURE PAGE FOR
AMENDMENT #7
MARION COUNTY JAIL INMATE PHARMACEUTICAL SERVICES - SO-3329-20
between
MARION COUNTY and CORRECT RX PHARMACY SERVICES, INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

Contract Review Sheet

Purchase Order

SO-3329-20 - Am6

Title: Marion County Jail Inmate Pharmaceutical Services

Contractor's Name: Correct RX Pharmacy Services, Inc.

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: July 1, 2020

Expires: June 30, 2025

Original Contract Amount: \$ 123,739.00

Previous Amendments Amount: \$ 1,102,671.83

Current Amendment: \$ 709,760.27

New Contract Total: \$ 1,936,171.10

Amd% 1465%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative

Cooperative# _____

Description of Services or Grant Award

Amendment #6 is adding \$709,760.27 to the Purchase Order with Correct Rx. Of the amended amount asking for, \$243,917.70 is incoming funds from the Jail Based Medications for Opioid Use Disorder Grant from the Criminal Justice Commission to allow for HB4002 adults access to medication.
An AIC that was housed in the jail had severe medical needs that cost MCSO an unexpected \$196,522.45 from September - November 2024, that funding is needing to be replaced. The average monthly budgeted prescription spending was projected less than what is being spent. \$269,320.12 is needed to cover prescription costs through June 30, 2025.
 Amd #5 added \$260,414.00 to the Purchase Order that was approved within the FY 2024-25 budget.
 Amd #4 added \$150,000 to the Purchase Order with Correct Rx through June 30, 2024. This increase is due to the Adults in Custody needing more medical care when entering the jail.
 Amd #3 added \$177,000 to the purchase order that was approved within the FY 2023-24 Budget.
 Amd #2 added \$220,000 to the purchase order that was approved within the FY 2022-23 Budget.
 Amd #1 added \$80,663.83 to the purchase order to pay for final services through FY 2021-22.
 Original contract was established in FY 2021-22 for \$338,333.00 through a cooperative agreement through the Minnesota Multicontracting Alliance for Pharmacy (MMCAP).

Desired BOC Session Date: 1/15/2025

Contract should be in DocuSign by: 12/25/2024

Agenda Planning Date: 1/2/2025

Printed packets due in Finance: 12/31/2024

Management Update: 1/7/2025

BOC upload / Board Session email: 1/1/2025

BOC Session Presenter(s) Commander Ramsey & Lt. McDaniel

Code: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, January 15, 2025

Department: Sheriff's Office

Title: Amendment #6 to the Purchase Order with Correct Rx

Management Update/Work Session Date: Tuesday, January 7, 2025 Audio/Visual aids

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action: Staff recommends considering approval of Amendment #6 to the Purchase Order Agreement with Correct Rx Pharmacy Services, Inc. in the amount of \$709,760.27, for a new total of \$1,936,171.10, for Marion County Jail pharmaceutical services through June 30, 2025.

Issue, Description & Background: The Marion County Sheriff's Office was approved in July 2024 to purchase Pharmaceutical Services for the Jail by a Standard Purchase Order for the 24-25 fiscal year referencing State Price Agreement (SPA) #10700-00016319 and the Minnesota Multi-state Contracting Alliance (MMCAP) MMS2200739 that conforms to Marion County Public Contracting Rules, Section 10-0400. Due to a higher volume of adults in custody that needed pharmaceutical services than anticipated, this purchase order ran out of funds seven months before the contract was set to expire. The Sheriff's Office also was awarded a grant from the Criminal Justice Commission from the Jail Based Medications for Opioid Use Disorder Grant in the amount of \$243,917.70, to allow for HB4002 adults access to medication. This incoming funds is included in the amendment total.

Financial Impacts: CJC Incoming Funds Grant - \$243,917.70.
\$465,842.57 to cover the projected pharmaceutical spending through June 2025.

Impacts to Department & External Agencies: N/A

List of attachments: Original State Price Agreement, Amendments 1-6

Presenter: Commander Ramsey and Lt. McDaniel

Department Head Signature: DocuSigned by: Jay Bergman



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC
803 A BARKWOOD COURT
LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
		1
Ship To:		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 541280	Order Date / Buyer 02-APR-20 C Brignon	Revised Date / Buyer 01-JUL-23/K. Witherell
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Pharmaceutical Services for the Marion County Jail - 01-JUL-20 through 31-OCT-21 - Original					\$216,144.76
2	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-22 - Amd 1					\$202,852.07
3	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-23 - Amd 2					\$220,000.00
4	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 30-JUN-24 - Amd 3					\$177,000.00
5	Pharmaceutical Services for the Marion County Jail - through June 30, 2024 - Amd 4					\$150,000.00
Total						\$965,996.83

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC
803 A BARKWOOD COURT
LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
		2
Ship To:		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 541280	Order Date / Buyer 02-APR-20 C Brignon	Revised Date / Buyer 01-JUL-24/K. Witherell
Payment Terms Immediate	Ship Via Best method		F.O.B Destination
Freight Terms Prepaid	Request Or Deliver To		Confirm To / Telephone ()

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
6	Pharmaceutical Services for the Marion County Jail - 01-JUL-24 through 30-JUN-25 - Amd 5					\$260,414.00
7	Pharmaceutical Services for the Marion County Jail - 01-NOV-24 through 30-JUN-25 - Amd 6					\$465,842.57
8	JMOUD Grant for Pharmaceutical Services for HB4002 adults - Amd 6 250-31-33-333-3309-521120					\$243,917.70
Total						\$1,936,171.10

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**SIGNATURE PAGE FOR
MARION COUNTY JAIL INMATE PHARMACEUTICAL SERVICES - SO-3329-20
between
MARION COUNTY and CORRECT RX PHARMACY SERVICES, INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date



Contract Review Sheet

SO-3329-20 (5)

Purchase Order #: SO-3329-20 Amendment #: 5

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 365-3179 Analyst: Sandra Fixsen

Title: Marion County Jail Inmate Pharmaceutical Services

Contractor's Name: Correct RX Pharmacy Services, Inc.

Term - Date From: _____ Expires: June 30, 2025

Original Contract Amount: \$ 123,739.00 Previous Amendments Amount: \$ 842,257.83

Current Amendment: \$ 260,414.00 New Contract Total: \$ 1,226,410.83 Amd% 891%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# _____

Description of Services or Grant Award

Amendment #5 is adding \$260,414.00 to the Purchase Order with Correct Rx and extending the terms through June 30, 2025. This amount has been included in the FY 2024-25 budget.
 Amendment #4 is adding \$150,000 to the Purchase Order with Correct Rx through June 30, 2024. This increase is due to the Adults in Custody needing more medical care when entering the jail.
 Amd #3 added \$177,000 to the purchase order that was approved within the FY 2023-24 Budget.
 Amd #2 added \$220,000 to the purchase order that was approved within the FY 2022-23 Budget.
 Amd #1 added \$80,663.83 to the purchase order to pay for final services through FY 2021-22.
 Original contract was established in FY 2021-22 for \$338,333.00 through a cooperative agreement through the Minnesota Multicontracting Alliance for Pharmacy (MMCAP).

Desired BOC Session Date: 6/12/2024 Files submitted in CMS for Approval: 5/7/2024

Agenda Planning Date: 5/30/2024 Printed packets due in Finance: 5/28/2024

Management Update: 5/28/2024 BOC upload / Board Session email: 5/29/2024

BOC Session Presenter(s) Commander Tad Larson

FOR FINANCE USE

Comments: Y

REQUIRED APPROVALS

DocuSigned by: 
 5/10/2024
 Finance - Contracts Date

DocuSigned by: 
 5/15/2024
 Contract Specialist Date

DocuSigned by: 
 5/13/2024
 Legal Counsel Date

DocuSigned by: 
 5/14/2024
 Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, June 12, 2024

Department: Sheriff's Office [dropdown arrow]

Title: Amendment #5 to the Purchase Order with Correct Rx

Management Update/Work Session Date: Tuesday, June 4, 2024 Audio/Visual aids [checkbox]

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action: Staff recommends considering approval of Amendment #5 to the Purchase Order Agreement with Correct Rx Pharmacy Services, Inc. in the amount of \$260,414.00, for a new total of \$1,226,410.83 for Marion County Jail pharmaceutical services through June 30, 2025.

Issue, Description & Background: The Marion County Sheriff's Office requests approval to purchase Pharmaceutical services for the Jail by a standard purchase order for the 24-25 fiscal year referencing State Price Agreement (SPA) # 10700-00016319 and the Minnesota Multi-state Contracting Alliance (MMCAP) MMS2200739 that conforms to Marion County Public Contracting Rules, Section 10-0400.

Financial Impacts: The estimated total for FY 2024-25 is \$260,414.00.

Impacts to Department & External Agencies: N/A

List of attachments: Contract Review Sheet, Board Agenda Review Sheet, Amendment #5, all previous amendments

Presenter: Commander Tad Larson

Department Head Signature: DocuSigned by: Jay Bergmann A8360599C95D420

REQUEST FOR AUTHORIZATION OF CONTRACT SO-3329-20

Date: May 7, 2024
To: Chief Administrative Officer
Cc: Contract File
From: Kristy Witherell

I. Subject: Amendment Exceeds 25%

DIPS CODE: 100-31-33-333-3309-521120

Budget Authority: Yes No,

CIP:

The Marion County Sheriff's Office is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Correct RX Pharmacy Services, Inc. for Marion County Jail Inmate Pharmaceutical Services with a value of \$965,996.83 and an additional \$260,414.00 will be added to the contract for a new contract total of \$1,226,410.83 upon approval.

A. BACKGROUND

This purchase is placed against the Oregon State Price Agreement # 8522 and the Minnesota Multistate Contracting Alliance (MMCAP) agreement # MMS17015 that conforms to Marion County Public Contracting Rules, Section 10-0400. The original amount of this Contract Purchase Order was \$338,333.00, the amount estimated to be spent between July 1, 2020, through the original price agreement termination date of October 31, 2021. In October of 2021 the termination date was extended for an additional year and the contract PO was amended to add \$80,663.83 to the amount estimated to be spent through the remainder of the 2021-22 fiscal year. Each year the Sheriff's Office has requested the amount budgeted/estimated to be spent over the course of the fiscal year. This contract has been amended in 2022-23 for \$220,000 due to the approved budget. In July 2023, it was amended for \$177,000 for the FY 2023-24 approved budget. In March 2024, it was amended for the fourth time for \$150,000 due to the increase in the jail population and the increased medical needs of the adults in custody. More has been spent on pharmaceutical services than originally budgeted.

B. CURRENT AMENDMENT PURPOSE

Adding the FY 2024-25 budgeted amount to the purchase order and extending the terms.

C. JUSTIFICATION

Due to this being a cooperative, it is not necessary for the county to go out for a solicitation.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year's adopted budget? Yes No

2. If yes, amount \$260,414.00 Program / Account 333/521120

Submitted by:

DocuSigned by:
Kristy Witherell
81945E054D644EB

Kristy Witherell
Sheriff's Office

Reviewed by:

DocuSigned by:
[Signature]
E4592AF8CAA542C

Contracts & Procurement

Acknowledged by:

DocuSigned by:
Jay Bergmann
A8360599C95D420

Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
1E984034585E453

Jan Fritz, CAO



**MARION COUNTY
FINANCE DEPARTMENT**
PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC
803 A BARKWOOD COURT
LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
		1
Ship To:		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 541280	Order Date / Buyer 02-APR-20 C Brignon	Revised Date / Buyer 01-JUL-23/K. Witherell
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Pharmaceutical Services for the Marion County Jail - 01-JUL-20 through 31-OCT-21 - Original					\$216,144.76
2	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-22 - Amd 1					\$202,852.07
3	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-23 - Amd 2					\$220,000.00
4	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 30-JUN-24 - Amd 3					\$177,000.00
5	Pharmaceutical Services for the Marion County Jail - through June 30, 2024 - Amd 4					\$150,000.00
Total						\$965,996.83

INSTRUCTIONS TO VENDOR

- Please direct any questions concerning this purchase order to invoiced department.
- Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
- Separate invoices must be submitted for each Purchase Order.
- Do not overship or substitute.
- If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC
803 A BARKWOOD COURT
LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
		2
Ship To:		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 541280	Order Date / Buyer 02-APR-20 C Brignon	Revised Date / Buyer 01-JUL-24/K. Witherell
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
6	Pharmaceutical Services for the Marion County Jail - 01-JUL-24 through 30-JUN-25 - Amd 5					\$260,414.00
Total						\$1,226,410.83

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

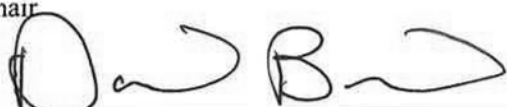
19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.


**SIGNATURE PAGE FOR
MARION COUNTY JAIL INMATE PHARMACEUTICAL SERVICES
SO-3329-20 AMENDMENT5**

**between
MARION COUNTY
and
CORRECT RX PHARMACY SERVICES, INC.**

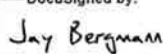
**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

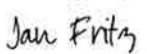
Not Present At Meeting

Chair  Date 6/12/2024

Commissioner  Date 6/12/2024

Commissioner _____ Date _____

Authorized Signature:  Date 5/10/2024
A8360599C95D420...
Department Director or designee _____ Date _____

Authorized Signature:  Date 5/14/2024
1E984034585E453
Chief Administrative Officer _____ Date _____

Reviewed by Signature:  Date 5/13/2024
ADC98A6E708240B
Marion County Legal Counsel _____ Date _____

Reviewed by Signature:  Date 5/10/2024
E4592AE8CAA542C
Marion County Contracts & Procurement _____ Date _____



Contract Review Sheet

SO-3329-20 (4)

Purchase Order #: SO-3329-20 Amendment #: 4

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 373-4402 Analyst: Sandra Fixsen

Title: Marion County Jail Inmate Pharmaceutical Services

Contractor's Name: Correct RX Pharmacy Services, Inc.

Term - Date From: July 1, 2020 Expires: June 30, 2024

Original Contract Amount: \$ 123,739.00 Previous Amendments Amount: \$ 692,257.83

Current Amendment: \$ 150,000.00 New Contract Total: \$ 965,996.83 Amd% 681%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# 6319

Description of Services or Grant Award

Amendment #4 is adding \$150,000 to the Purchase Order with Correct Rx through June 30, 2024. This increase is due to the Adults in Custody needing more medical care when entering the jail.

Amd #3 added \$177,000 to the purchase order that was approved within the FY 2023-24 Budget.

Amd #2 added \$220,000 to the purchase order that was approved within the FY 2022-23 Budget.

Amd #1 added \$80,663.83 to the purchase order to pay for final services through FY 2021-22.

Original contract was established in FY 2021-22 for \$338,333.00 through a cooperative agreement through the Minnesota Multicontracting Alliance for Pharmacy (MMCAP).

Desired BOC Session Date: 4/17/2024 Files submitted in CMS for Approval: 3/14/2024

Agenda Planning Date: 4/4/2024 Printed packets due in Finance: 4/2/2024

Management Update: 4/2/2024 BOC upload / Board Session email: 4/3/2024

BOC Session Presenter(s) Lt. Jacob Ramsey

FOR FINANCE USE

Comments: Y

REQUIRED APPROVALS

DocuSigned by: [Signature] 3/25/2024
Finance - Contracts Date

DocuSigned by: Kristy Witherell 3/26/2024
Contract Specialist Date

DocuSigned by: Scott Norris 3/26/2024
Legal Counsel Date

DocuSigned by: Jan Fritz 3/26/2024
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, April 17, 2024

Department: Sheriff's Office

Title: Amendment #4 to the Purchase Order with Correct Rx

Management Update/Work Session Date: Tuesday, April 2, 2024 Audio/Visual aids

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action: Staff recommends approving amendment #4 to the Purchase Order with Correct Rx Pharmacy Services, Inc. in the amount of \$150,000, for a contract total of \$965,996.83, to provide pharmaceutical services to the adults in custody at the Marion County Jail through June 30, 2024.

Issue, Description & Background: The Marion County Sheriff's Office was approved in July 2023 to purchase Pharmaceutical services for the Jail by a standard purchase order for the 23-24 fiscal year referencing State Price Agreement (SPA) #10700-00016319 and the Minnesota Multi-state Contracting Alliance (MMCAP) MMS2200739 that conforms to Marion County Public Contracting Rules, Section 10-0400. Due to a higher volume of adults in custody that needed pharmaceutical services than anticipated, this purchase order ran out of funds four months before the contract was set to expire.

Financial Impacts: Increase of \$150,000 to the purchase order

Impacts to Department & External Agencies: N/A

List of attachments: Agenda Review Sheet, CRS, Purchase Request, Amd 3, Amd 2, Amd 1, Original

Presenter: Lt. Jacob Ramsey

Department Head Signature: DocuSigned by: Jay Bergman

REQUEST FOR AUTHORIZATION OF CONTRACT SO-3329-20

Date: 3/14/2024
To: Chief Administrative Officer
Cc: Contract File
From: Kristy Witherell

I. Subject: Amendment Exceeds 25%

DIPS CODE: 100-31-33-333-3309-521120

Budget Authority: Yes No

CIP:

The Marion County Sheriff's Office is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Correct RX Pharmacy Services, Inc. for Marion County Jail Inmate Pharmaceutical Services with a value of \$842,257.83 and an additional \$150,000 will be added to the contract for a new contract total of \$965,996.83 upon approval.

A. BACKGROUND

This purchase is placed against the Oregon State Price Agreement # 8522 and the Minnesota Multistate Contracting Alliance (MMCAP) agreement # MMS17015 that conforms to Marion County Public Contracting Rules, Section 10-0400. The original amount of this Contract Purchase Order was \$338,333.00, the amount estimated to be spent between July 1, 2020, through the original price agreement termination date of October 31, 2021. In October of 2021 the termination date was extended for an additional year and the contract PO was amended to add \$80,663.83 to the amount estimated to be spent through the remainder of the 21- 22 fiscal year. Each year the Sheriff's Office has requested the amount budgeted/estimated to be spent over the course of the fiscal year. This contract has been amended in 2022-23 for \$220,000 due to the approved budget. In July 2023, it was amended for \$177,000 for the FY 2023-24 approved budget.

B. CURRENT AMENDMENT PURPOSE

Due to the increase in jail population and the increased medical needs of the adults in custody, more has been spent on pharmaceutical services than originally budgeted.

C. JUSTIFICATION

Due to this being a cooperative, it is not necessary for the county to go out for a solicitation.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? Yes No

2. If yes, amount \$150,000 Program / Account 333/521120

Submitted by:

DocuSigned by:
Kristy Witherell
81045C0506415E9
Kristy Witherell
Sheriff's Office

Reviewed by:

DocuSigned by:
[Signature]
E45926E8CAA542C
Contracts & Procurement

Acknowledged by:

DocuSigned by:
Jay Bergman
A8360599C950420
Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
1E984034585E453
Jan Fritz, CAO



MARION COUNTY
FINANCE DEPARTMENT
 PO Box 14500
 555 Court St NE #4247
 Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC
 803 A BARKWOOD COURT
 LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
		1
Ship To:		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 541280	Order Date / Buyer 02-APR-20 C Brignon	Revised Date / Buyer 01-JUL-23/K. Witherell
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Pharmaceutical Services for the Marion County Jail - 01-JUL-20 through 31-OCT-21 - Original					\$216,144.76
2	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-22 - Amd 1					\$202,852.07
3	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-23 - Amd 2					\$220,000.00
4	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 30-JUN-24 - Amd 3					\$177,000.00
5	Pharmaceutical Services for the Marion County Jail - through June 30, 2024 - Amd 4					\$150,000.00
Total						\$965,996.83

INSTRUCTIONS TO VENDOR

- Please direct any questions concerning this purchase order to invoiced department.
- Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
- Separate invoices must be submitted for each Purchase Order.
- Do not overship or substitute.
- If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
 NOT VALID Unless Signed By Purchasing

UCCUSign Envelope ID: AD200700-DA00-40A2-002E-3C1DAD77E2E3

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

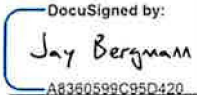
**SIGNATURE PAGE FOR
MARION COUNTY JAIL INMATE PHARMACEUTICAL SERVICES - SO-3329-20 (4)
between
MARION COUNTY and CORRECT RX PHARMACY SERVICES, INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

 4.17.2024
Chair Date


 4-17-2024
Commissioner Date

 4/17/2024
Commissioner Date

Authorized Signature:  3/25/2024
Department Director or designee Date

Authorized Signature:  3/26/2024
Chief Administrative Officer Date

Reviewed by Signature:  3/26/2024
Marion County Legal Counsel Date

Reviewed by Signature:  3/25/2024
Marion County Contracts & Procurement Date

Contract Review Sheet

SO-3329-20 (3)

Purchase Order #: SO-3329-20 Amendment #: 3

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 365-3179 Date Sent: Tuesday, July 18, 2023

Title: Marion County Jail Inmate Pharmaceutical Services

Contractor's Name: Correct RX Pharmacy Services, Inc.

Term - Date From: July 1, 2020 Expires: June 30, 2024

Original Contract Amount: \$638,996.83 Previous Amendments Amount: \$177,000.00

Current Amendment: \$0.00 New Contract Total: \$815,996.83 Amd% 28%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# JAP - MMS220

Description of Services or Grant Award

Amendment #3 to the purchase order is adding \$177,000.00 that was approved within the FY 2023-24 budget.

The purchase order is for pharmaceutical services for the jail against the Oregon State Price Agreement Master Blanket Purchase Order PO# 10700-00016319 and the Minnesota Multistate Contracting Alliance MMS2200739.

Desired BOC Session Date: 8/9/2023 BOC Planning Date: 7/27/2023

Files submitted in CMS: 7/19/2023 Printed packet & copies due in Finance: 7/25/2023

BOC Session Presenter(s) Commander Tad Larson

FOR FINANCE USE

Date Finance Received: 7/21/2023 Date Legal Received: _____

Comments: Y 7

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag 7/24/2023
C5B2E3DE257F444
Finance - Contracts Date

DocuSigned by:
Kristy Witherell 8/1/2023
81945E054D644EB
Contract Specialist Date

DocuSigned by:
Jane E Vetto 7/31/2023
DDCC5B04B9F482
Legal Counsel Date

DocuSigned by:
Jan Fritz 8/1/2023
1CD84024595E453
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, August 9, 2023

Department: Sheriff's Office Agenda Planning Date: 7/26/2023 Time required: 5 min.

Audio/Visual aids

Contact: Kristy Witherell Phone: x4402

Department Head Signature: DocuSigned by: [Signature] D35430AD507F404...

TITLE Consider approval of Amendment #3 to the Purchase Order with Correct Rx Pharmacy Services, Inc. in the amount of \$177,000, for a new total of \$815,996.83 for Marion County Jail pharmaceutical services through June 30, 2024.

Issue, Description & Background The Marion County Sheriff's Office requests approval to purchase Pharmaceutical services for the Jail by a standard purchase order for the 23-24 fiscal year referencing State Price Agreement (SPA) # 10700-00016319 and the Minnesota Multi-state Contracting Alliance (MMCAP) MMS2200739 that conforms to Marion County Public Contracting Rules, Section 10-0400.

Financial Impacts: The estimated total for FY 2023-24 is \$177,000.00.

Impacts to Department & External Agencies N/A

Options for Consideration: 1. Approve Amendment #3 to the Purchase Order with Correct Rx Pharmacy Services, Inc. in the amount of \$177,000 for Marion County Jail pharmaceutical services. 2. Deny Amendment #3 to the Purchase Order with Correct Rx Pharmacy Services, Inc. in the amount of \$177,000 for Marion County Jail pharmaceutical services. 3. Take no action at this time.

Recommendation: Staff recommends that the board approve Amendment #3 to the Purchase Order with Correct Rx Pharmacy Services, Inc. in the amount of \$177,000 for Marion County Jail pharmaceutical services.

List of attachments: 1. Contract Review Sheet 2. Board Agenda Review Form 3. Amendment #3 Purchase Request & State Price Agreement 4. Amendment #1 contract purchase order 5. Original Contract Purchase Order

Presenter: Commander Tad Larson

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Tad Larson - tl Larson@co.marion.or.us Kristy Witherell - kwitherell@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT SO-3329-20

Date: July 18, 2023
To: Chief Administrative Officer
Cc: Contract File
From: Kristy Witherell

I. Subject: Amendment Exceeds 25%

DIPS CODE: 100-31-33-333-3309-521120

Budget Authority: Yes No

CIP:

The Marion County Sheriff's Office is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Correct RX Pharmacy Services, Inc. for Marion County Jail Inmate Pharmaceutical Services with a value of \$638,996.83 and an additional \$177,000.00 will be added to the contract for a new contract total of \$815,996.83 upon approval.

A. BACKGROUND

This purchase is placed against the Oregon State Price Agreement # 8522 and the Minnesota Multistate Contracting Alliance (MMCAP) agreement # MMS17015 that conforms to Marion County Public Contracting Rules, Section 10-0400. The original amount of this Contract Purchase Order was \$338,333.00 the amount estimated to spend between July 1, 2020, through the original price agreement termination date of October 31, 2021. In October of 2021 the termination date was extended for an additional year and the contract PO was amended to add \$80,663.83 the amount estimated to spend through the remainder of the 21-22 fiscal year.

The Sheriff's Office submitted a second amendment to add \$220,000 to pay for services estimated between July 1, 2022, and June 30, 2023. under the same SPA.

B. CURRENT AMENDMENT PURPOSE

Correct RX continues to provide services for adults in custody at the Marion County Jail under the current price agreement. The Sheriff's Office is requesting approval at this time to add \$177,000 to pay for services estimated between July 1, 2023, and June 30, 2024. The State Price Agreement Purchase Order information has been updated on Oregon Buys. The new PO# is 10700-00016319 and the Minnesota Multistate Contracting Alliance (MMCAP) agreement # is 2200739.

C. JUSTIFICATION

Due to this being a cooperative, it is not necessary for the county to go out for a solicitation.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? Yes No
2. If yes, amount \$177,000.00 Program / Account 333/521120

Submitted by:

DocuSigned by:
Kristy Witherell
81045E054D641EB

Kristy Witherell
Sheriff's Office

Reviewed by:

DocuSigned by:
Camber Schlag
C5B2E3DE257E444

Contracts & Procurement

Acknowledged by:

DocuSigned by:
Mr Wood
D35430AD507F404

Department Head

Acknowledged by:

DocuSigned by:
Jan Fritz
1E984034585E453

Jan Fritz, CAO



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Purchase Order		
Purchase Order No	Revision	Page
882495		1
Ship To:		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
PO Box 14500 Salem, OR 97309-5036 United States		

CORRECT RX PHARMACY SERVICES INC
803 A BARKWOOD COURT
LINTHICUM, MD 21090 United States

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
	541280	02-APR-20 C Brignon	01-JUL-23/K. Witherell
Payment Terms	Ship Via		F.O.B
Immediate	Best method		Destination
Freight Terms	Request Or Deliver To		Confirm To / Telephone
Prepaid			()

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Pharmaceutical Services for the Marion County Jail - 01-JUL-20 through 31-OCT-21					\$216,144.76
2	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-22					\$202,852.07
3	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-23					\$220,000.00
4	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 30-JUN-24					\$177,000.00
Total						\$815,996.83

INSTRUCTIONS TO VENDOR

- Please direct any questions concerning this purchase order to invoiced department.
- Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
- Separate invoices must be submitted for each Purchase Order.
- Do not overship or substitute.
- If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**SIGNATURE PAGE FOR
MARION COUNTY JAIL INMATE PHARMACEUTICAL SERVICES - SO-3329-20
between
MARION COUNTY and CORRECT RX PHARMACY SERVICES, INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**


 8/16/2023
Chair Date

 8.16.2023
Commissioner Date

 8-16-2023
Commissioner Date

Authorized Signature:  7/24/2023
DocuSigned by: 035430AD507E4D4
Department Director or designee Date

Authorized Signature:  8/1/2023
DocuSigned by: 1E98A034585E453
Chief Administrative Officer Date

Reviewed by Signature:  7/31/2023
DocuSigned by: 00CEC500489E483
Marion County Legal Counsel Date

Reviewed by Signature:  7/24/2023
DocuSigned by: C602F3DF267F444...
Marion County Contracts & Procurement Date

JOINT COOPERATIVE CHECKLIST

Lead Agency:	DAS Procurement Services/MMCAP	Contract Start Date	12/20/2022
Title:	Prescription Filling & Mail Order Services	Contract Expiration Date	8/21/2024
Solicitation#	MMS2200739	Contract #	PO 10700-00016319

Requirement	#	Question	Y/N	notes	guidance
279A.210(1)(a)	1	Was the solicitation and award process a manner substantially equivalent to those specified in ORS 279B.055, 279B.060, or 279B.085?	Yes		proceed to question 2
279A.210(1)(b)	2	Is Marion County a member of the cooperative group?	Yes		proceed to question 3
279A.210(1)(c)	3	Are there any material changes made to the terms, conditions, or prices of the original contract?	No		usable by MC

ORS 279A.200(1)(e) "Joint cooperative procurement" means a cooperative procurement in which the participating governmental bodies or the cooperative procurement group and the bodies' or group's contract requirements or estimated contract requirements for price agreements are identified.

Example: DAS Statewide Price Agreements



Master Blanket Purchase Order PO-10700-00016319

Status: 3PS - Sent

General Items Vendor Routing Control Attachments(3) Notes(3) Change Orders(1) Reminders Summary

Header Information

Purchase Order Number:	PO-10700-00016319	Release Number:	0	Short Description:	MMS2200739 - Correct Rx, Pharmacy Services - Institutional Pharmaceutical
Status:	3PS - Sent	Purchaser:	Nancy Doll	Receipt Method:	Dollars
Fiscal Year:	2023	PO Type:	Blanket	Minor Status:	
Organization:	Department of Administrative Services	Location:	001 - Commodities & Construction	Type Code:	
Department:	107090 - Procurement Services	Entered Date:	02/10/2023 05:49:41 PM	Retainage %:	0.00%
Alternate ID:		Discount %:	0.00%	Actual Cost:	\$0.00
Days ARO:	0	Tax Rate:			
Release Type:	Direct Release . RPA Release Not Allowed				
Contact Instructions:	MUST be a member of MMCAP Infuse to participate in this Statewide agreement. For ORCPP members must be participating members of both.				
Invoice Method:	Three Way Match				
Print Format:					
Solicitation Enabled:	No				
Discipline Type:	Supplies				
Statewide Price Agreement Number:					
Contract Expiration Date:	08/21/2024				
DOJ Review?:	Yes				
DOJ Request Date:					
DOJ Approval Date:					
Attorney Name:	Marc Bocci, AAG				
Related OregonBuys Document:					
Mandatory?:	Yes				
Notes:	Must be a member of MMCAP to use Buyers Guide incomplete but will be posted when rest of MMCAP Institutional Pharmaceutical Agreements are completed. Certificate holder COI is a holding place for Oregon specific COI.				

Attachments

Agency Files: MMCAP Infuse MMS2200739 Correct Rx, - Institutional Pharmac



Agency Forms

Vendor Files:

Vendor Forms:



Primary Vendor Information & PO Terms

Vendor: V00012612 - Correct Rx Pharmacy Services, Inc.
 Rachael Campbell
 1352 Charwood Road
 Suite C
 Hanover, MD 21076
 US
 Email: rcampbell@correctrxpharmacy.com
 Phone: (443)557-0100
 FAX: (443)557-0333
 Id: 90631

Payment Terms: Net 30

Shipping Method:

Shipping Terms: F.O.B., Destination

Freight Terms: Freight Allowed

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to rcampbell@correctrxpharmacy.com at 03/21/2023 02:11:39 PM	
Change Order 1	Emailed to rcampbell@correctrxpharmacy.com at 03/28/2023 10:18:59 AM	03/28/2023 10:49:55 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Integration ID(s)	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00012612			Correct Rx Pharmacy Services, Inc.	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 12/16/2022 **Master Blanket/Contract End Date:** 08/21/2027
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

Invoice Information

There are no invoices.

Item Information

Approval Path:

MMS2200739 Correct Rx, Pharmacy Services
Member-Requested Participation Addendum (MPA)
PO-10700-00016319, Institutional Pharmaceutical

This Member-Requested Participation Addendum ("MPA") is entered into by the State of Oregon ("Member") and Correct Rx, Pharmacy Services, a Maryland corporation, with a principal address of 1352 Charwood Road, Suite C, Hanover, Maryland 21076 ("Vendor") and MMCAP Infuse, an agency of the State of Minnesota ("MMCAP Infuse"), regarding MMS2200739 ("Agreement").

WHEREAS, MMCAP Infuse and Vendor executed the Agreement on December 20, 2022.

WHEREAS, Member and Vendor wish to amend the terms and conditions of the MPA to address certain matters of Member.

WHEREAS, MMCAP Infuse has authority to approve any changes to the Agreement, thus is a signatory to this MPA.

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor.

THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized states, departments, facilities, and other municipalities.
- B. **Authorized Purchaser**: Means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Vendor and is also an MMCAP Infuse member.
- C. **ORCPP**: Means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State of Oregon.
- D. **Purchase Order**: means the hard copy or electronic ordering document submitted to Vendor by an Authorized Purchaser that incorporates this MPA by reference and specifies the quantity and type of goods or services that Vendor will provide to the Authorized Purchaser under the terms of this MPA.

II. EFFECTIVE DATE AND TERM

- A. **Effective Date**: This MPA is effective on the date all signatures have been obtained.
- B. **Termination**: This MPA terminates upon:
 - 1. Thirty (30) calendar days' written notice by any party upon written notice to the other parties; or
 - 2. The termination of the Agreement between MMCAP Infuse and the Vendor; or
 - 3. Written agreement executed by all parties.

III. SCOPE

- A. References herein to the MPA shall include the provisions of the Agreement, as supplemented and modified by this MPA.

- B. **Exhibit A:** Which is attached and incorporated herein, identifies the Agreement and all other previous agreements and amendments to be incorporated into the contractual relationship between Member and Vendor.
- C. **Exhibit B:** Which is attached and incorporated herein, identifies the language to be incorporated into the contractual relationships between Member and Vendor.

IV. **GENERAL PROVISIONS**

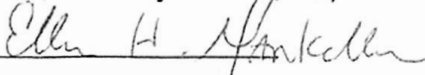
- A. **Assignment:** Except as affirmed in this MPA, neither the Member nor Vendor will assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP Infuse.
- B. **Counterparts and Electronic Signature:** The MPA cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this MPA by electronic means). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA is an electronic record or transferable record.
- C. **Amendments:** Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP Infuse.
- D. **Jurisdiction and Venue:** As between Member and Vendor, this MPA is governed in accordance with Exhibit B, Section 6. Venue for all legal proceedings involving MMCAP Infuse and Vendor arising out of this MPA, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. In no way may this Section or any other term of this MPA be construed as (i) a waiver by Member of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the Member to the jurisdiction of any court.
- E. **Order of Precedence.** In the event of any conflict between this MPA, Exhibit B, the Oregon Provided Attachments listed in item 2 of Exhibit A, the Agreement, and Amendments and Attachments to the Agreement, the conflict will be resolved in that order, as between the Member and Vendor. *Neither MMCAP Infuse, the State of Minnesota, nor any other party of the Membership (except for Authorized Purchasers) are bound by the terms of Exhibit B or the Oregon Provided Attachments listed in item 2 of Exhibit A.*

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

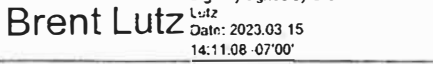
IN WITNESS WHEREOF, the undersigned parties have caused this MPA to be signed on their behalf intending to be bound thereby.

BY AND BETWEEN:

VENDOR (Correct Rx, Pharmacy Services, Inc.)

Signature: 
Printed: Ellen H. Yankellow, PharmD
Title: President and CEO
Date: March 1, 2023

FOR THE MEMBER: **State of Oregon**, acting by and through the Department of Administrative Services, Procurement Services:

Signature:  Date: 3/15/23
Printed Name: Brent Lutz Title: Procurement Services Manager

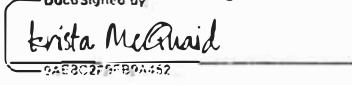
Approved pursuant to ORS 291.047

By: Oregon Department of Justice

Approved by **Marc Bocci**, Assistant Attorney General, via email on **3/10/2023**. Approval on file

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse
In accordance with Minn. Stat. § 16C.03, subd 3

Signature: 
Printed: Krista McQuaid Date: 3/16/2023

Minnesota Commissioner of Administration
In accordance with Minn. Stat. § 16C.05, subd 2

Signature: 
Printed: Michelle Korpela Date: 3/20/2023

[SIGNATURE PAGE]

EXHIBIT A

Agreement and other Applicable Legal Documents

The following is a list of the legal documents to be incorporated into the MPA, as such documents may be supplemented or modified by the MPA.

1. Agreement – #10700-00016319
2. Oregon Provided Attachments:
 - a. ATTACHMENT A - Vendor Information and Certification Sheet (mandatory)
 - b. ATTACHMENT B - Responsibility Inquiry Form (mandatory)

EXHIBIT B

Language Modification of the Agreement

The following terms and conditions are entered into between Vendor and the Member and shall supplement and modify the provisions of the Agreement identified on Exhibit A and incorporated into the MPA. Neither MMCAP Infuse, the State of Minnesota, nor the Membership, except for the Member identified in the MPA (and applicable Authorized Purchasers, are bound by the terms of this Exhibit.

Modification of Terms:

The letter/numbers/titling/capitalized terms should correlate with the Agreement; i.e. if paragraph 3.4 is being amended, the language should start with 3.4, not 1.

This has intentionally been left blank.

Additional Terms:

1. **Purchase Orders.** Authorized Purchasers shall complete the MMCAP Infuse Facilities Membership Application, obtained from the State of Oregon Contract Administrator and submit it as required. Upon membership approval by the State of Oregon and MMCAP Infuse, Authorized Purchasers may purchase goods and services by submitting Purchase Orders to the Vendor. Vendor will not accept Purchase Orders for or sell, under this MPA, any services or goods that are not identified in Agreement.
 - A. **Pursuant to OAR 125-246-0170(2)(c)(vi)**, Authorized Purchasers that are agencies of the State of Oregon under Oregon Department of Administrative Services ("DAS") procurement authority may issue ordering instruments under this Member-Requested Participation Addendum for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Authorized Purchasers that are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval, as may be required. Neither MMCAP Infuse nor the Vendor will be liable to the State of Oregon for any claim the State of Oregon may bring as a result of a purchase made by an Authorized Purchaser that did not obtain the proper approval from DAS or the State of Oregon.
 - B. **Effect of Purchase Orders.** The State of Oregon is only liable for purchases made by State of Oregon agencies under Purchase Orders issued by such State of Oregon agencies. Authorized Purchasers that are not State of Oregon agencies ("Non-Oregon Agency Purchasers") are solely responsible for any purchases under Purchase Orders that they issue. The State of Oregon expressly disclaims any liability for purchases made by Non-Oregon Agency Purchasers or by any other entity. Vendor must look solely to such Non-Oregon Agency Purchasers and other entities for payments related to their purchases.
 - C. **Purchase Order Documents.** Authorized Purchasers may use their own forms for Purchase Orders. To the extent that the terms of any form differ from the terms of this MPA, the terms of this MPA supersede such contrary terms. Each Purchase Order must contain the following language:

THIS PURCHASE IS PLACED AGAINST AGREEMENT MMS#2200739. THE TERMS AND CONDITIONS OF SUCH AGREEMENT AS SUPPLEMENTED AND MODIFIED BY STATE OF OREGON MEMBER-REQUESTED PARTICIPATING ADDENDUM #10700-00016319 APPLY TO THIS PURCHASE ORDER AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

2. **Payment Provisions.** Payment is due within thirty (30) days of the Authorized Purchaser's acceptance of goods or services provided under a Purchase Order or the date the invoice is received, whichever is later, provided, however, that Vendor may not assess any late fee unless payment is not made within 45 days after Authorized Purchaser's receipt of the invoice. Payments are subject to ORS 293.462.
3. **Funds available and authorized/non-appropriation.** If Authorized Purchaser is a State of Oregon agency, the following applies: By submitting a Purchase Order that calls for delivery in the Authorized Purchaser's then current budgetary period, the Authorized Purchaser represents it has sufficient funds available and authorized for expenditure to finance the costs of the Purchase Order. An Authorized Purchaser's payment of amounts under a Purchase Order attributable to goods delivered or services performed after the last day of the budgetary period in which the Authorized Purchaser issues the Purchase Order is contingent on the Authorized Purchaser receiving from the Oregon Legislative Assembly or other appropriating authority, appropriations, limitations or other expenditure authority sufficient to allow the Authorized Purchaser, in the exercise of its reasonable administrative discretion, to pay for the goods or services described in the Purchase Order.
4. **Representations and Warranties.** Without limiting the generality of the warranty provisions of the Agreement, Vendor represents and warrants to Authorized Purchaser that Vendor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State or Oregon, and that Vendor has the power and authority to enter into and perform this MPA and that this MPA, when executed and delivered, will be a valid and binding obligation of Vendor enforceable in accordance with its terms.
5. **Application of Public Records and Trade Secrets Law.** Vendor acknowledges that any disclosures Vendor makes to Authorized Purchaser under this MPA are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.001 through 192.868, and of ORS 646.461 through 646.475.
6. **Governing Law and Venue.** The laws and regulations of the State of Oregon will govern the rights of the Vendor and the State of Oregon and Authorized Purchasers regarding transactions performed under this MPA, and any disputes hereunder. Any action between the Vendor and the State of Oregon and/or an Authorized Purchaser relating to transactions under this MPA must be brought in the Circuit Court of Marion County for the State of Oregon; provided that if a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.

Notwithstanding any provision in this MPA or the Agreement to the contrary, no claim or action of any kind arising from the MPA may be brought by Vendor, the State of Oregon, or Authorized Purchasers against MMCAP Infuse in the State of Oregon.

7. **Pay Equity.** As required by ORS 279B.235(b), the Vendor shall comply with the prohibition set forth in ORS 652.220 and shall not unlawfully discriminate against any of Vendor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons

distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Vendor's compliance with this Section is a material term of the Agreement and a failure to comply constitutes a breach that entitles the Member to terminate the Agreement for cause.

If the estimated contract price of the MPA exceeds \$500,000 and Vendor employs 50 or more full-time workers, Vendor shall submit to DAS Procurement Services prior to execution of the MPA, a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Vendor by the Oregon Department of Administrative Services. For instructions on how to obtain the Pay Equity Certificate, visit www.oregon.gov/dasi/Procurement/Documents/SB491PayEquity.pdf.

8. **Foreign Vendor.** If Vendor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this MPA, Vendor will promptly provide to the Oregon Department of Revenue (DOR) all information required by DOR relative to this MPA. An Authorized Purchaser may withhold final payment under a Purchase Order until Vendor has provided the DOR with the required information.
9. **Insurance.** Within 15 days of execution of this MPA, the Vendor must provide proof that the following additional insurance requirements have been met. No Purchase Orders may be placed or accepted until proof is provided that these requirements have been met.
 - A. **Worker's Compensation.** All employers, including Vendor, that employ subject workers who work under this MPA in the state of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Vendor will ensure that each of its subcontractors complies with these requirements.
 - B. **Tail Insurance.** If any required insurance policy is a "claims-made" policy, then such claims made policy must be kept in force for not less than three (3) years immediately following termination or expiration of the MPA. Alternatively, Vendor, shall purchase a three year "tail" policy with prior acts coverage including the same or broader coverage for any claim arising from the Term of this MPA. The failure to provide certificates of insurance to Authorized Purchasers upon request will not release Vendor in any manner from any liability arising under this MPA. The limits required under this MPA can be satisfied through any combination of primary and umbrella/excess insurance.

Vendor's self-insurance, as evidenced by a Certificate of Self Insurance for the required amounts, is deemed to satisfy all insurance requirements in this Agreement.
 - C. **Additional Insured.** The Commercial General Liability insurance required under the Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Vendor's activities to be performed under this MPA. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Vendor shall provide certificate of insurance showing Additional Insureds to State of Oregon within two (2) weeks of effective date of this MPA.
 - D. **Notice of Cancellation or Change.** Vendor shall immediately notify the State of Oregon Contact of any change in insurance coverage.

10. Compliance with Applicable Law.

- A. **Compliance with Law Generally.** State of Oregon's performance under this MPA is conditioned upon Vendor's compliance with the obligations of vendors under ORS 279B.045, 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.
- B. **Oregon False Claims Act.** Vendor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Vendor pertaining to this MPA, including the procurement process relating to this MPA that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this MPA, Vendor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this MPA. In addition to other penalties that may be applicable, Vendor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Vendor. Vendor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Agency under this MPA or any other provision of law.
- C. **Tax Compliance.** Vendor must comply with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of the State of Oregon. Vendor shall, throughout the duration of this MPA and any extensions, comply with all tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon. For the purposes of this Section, "tax laws" includes: (i) All tax laws of the State of Oregon, including but not limited to ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620; (ii) Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Vendor, to Vendor's property, operations, receipts, or income, or to Vendor's performance of or compensation for any work performed by Vendor; (iii) Any tax provisions imposed by a political subdivision of the State of Oregon that applied to goods, services, or property, whether tangible or intangible, provided by Vendor under this MPA; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- i. Any failure to comply with the provisions of Sections 4 or 10 constitutes a material breach of this MPA. Any failure to comply entitles the Member or the State of Oregon to terminate this MPA, to pursue and recover any and all damages that arise from the breach and the termination of this MPA, and to pursue any or all of the remedies available under this MPA, at law, or in equity, including but not limited to:
 - a. Termination of this MPA, in whole or in part;
 - b. Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Vendor, in an amount equal to Member's or the State of Oregon's setoff right, without penalty; and
 - c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Member may recover any and all damages suffered as the result of Vendor's breach of this MPA, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services and applications.
 - ii. This MPA will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including:

- a. garnishing the Vendor's compensation under this MPA or
 - b. exercising a right of setoff against Vendor's compensation under this MPA for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.
 - iii. Upon request by Member, Vendor shall submit a letter from the Oregon Department of Revenue (DOR) that details the status of Vendor's debts owed to the State of Oregon. The Authorized Purchaser may use this letter to determine Vendor's Responsibility.
 - D. **Non-Discrimination in Employment.** Vendor certifies that Vendor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Vendor agrees, as a material term of the MPA, to maintain the policy and practice in force during the entire MPA term.
 - E. **Vendor Information and Certification Sheet and Responsibility Inquiry Form.** Vendor shall complete and submit the Vendor Information and Certification Sheet attached as Attachment A and the Responsibility Inquiry form attached as Attachment B.
11. **Tax Certification.** The individual signing on behalf of Vendor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:
- A. The number shown on this form is Vendor's correct taxpayer identification (provide at least one of the following numbers):
 - i. **Federal Tax Number:** 75-3111495
 - ii. **Oregon Tax Number** _____
 - B. Vendor is not subject to backup withholding because:
 - i. Vendor is exempt from backup withholding,
 - ii. Vendor has not been notified by the IRS that Vendor is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - iii. The IRS has notified Vendor that Vendor is no longer subject to backup withholding.
 - C. The undersigned individual is authorized to act on behalf of Vendor, and has authority and knowledge regarding Vendor's payment of taxes,
 - D. For a period of no fewer than six calendar years preceding the Effective Date of this MPA, Vendor faithfully has complied with:
 - i. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Vendor, to Vendor's property, operations, receipts, or income, or to Vendor's performance of or compensation for any work performed by Vendor;
 - iii. Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Vendor, or to goods, services, or property, whether tangible or intangible, provided by Vendor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

ATTACHMENT A — CONTRACTOR INFORMATION AND CERTIFICATION SHEET

Legal Name of Contractor: Correct Rx Pharmacy Services, Inc.

Address: 1352 Charwood Road, Suite C City, State, Zip: Hanover, Maryland 21076

State of Incorporation: Maryland Entity Type: S-Corporation

Contact Name: Ellen H. Yankellow Telephone: (443) 557-0100 Email: evankellow@correctrxpharmacy.com

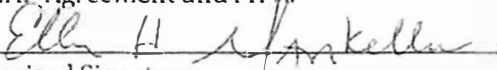
Oregon Business Registry Number (if required): 785328-93

Any individual signing below hereby certifies they are an authorized representative of Contractor and that:

1. Contractor understands and accepts the requirements of this Member-requested Participation Agreement (MPA). By executing this MPA, Contractor agrees to be bound by the MMCAP Agreement and this MPA.
2. I have knowledge regarding Contractor's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Contractor is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
3. Contractor does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Contractor does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
4. Contractor certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the MPA, to maintain the policy and practice in force during the entire MPA term.
5. Contractor and Contractor's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/SAM/#1>
6. Contractor certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Contractor, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the MPA. If any changes occur with respect to

Contractor's status regarding conflict of interest, Contractor shall promptly notify the State in writing.

7. Contractor certifies that all contents of the MPA and this Information and Certification Sheet, are truthful and accurate and have been prepared independently from all other Contractors, and without collusion, fraud, or other dishonesty.
8. Contractor understands that any statement or representation it makes, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under the MPA or the MMCAP Agreement being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
9. Contractor acknowledges these certifications are in addition to any certifications required in the MMCAP Agreement and MPA.


Authorized Signature

March 1, 2023
Date

Ellen H. Yankellow, PharmD, President and CEO
(Print Name and Title)

ATTACHMENT B - RESPONSIBILITY INQUIRY OREGON MPA#10700-00016319

State of Oregon will determine responsibility of a Contractor upon execution of this Member-requested Participation Agreement. In addition to this form, State of Oregon may notify Contractor of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in a State of Oregon finding of non-responsibility and termination of this MPA.

1. Does Contractor have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Contractor to meet all contractual responsibilities? **YES** / **NO** .

2. Within the last five years, how many contracts of a similar nature has Contractor completed that, to the extent that the costs associated with and time available to perform the contract remained within Contractor's control, Contractor stayed within the time and budget allotted, and there were no contract claims by any party? Number: 200

How many contracts did not meet those standards? Number: 0 If any, please explain.

Response:

3. Within the last three years has Contractor (incl. a partner or shareholder owning 10% or more of Contractor's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:
 - obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,
 - violation of federal or state antitrust statutes relating to the submission of bids or proposals, or
 - embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES** / **NO** .

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:

4. Within the last three years, has Contractor had:
 - any contracts terminated for default by any government agency, or
 - any lawsuits filed against it by creditors or involving contract disputes? **YES** / **NO** .

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

5. Does Contractor have any outstanding or pending judgments against it? YES / NO .

Is Contractor experiencing financial distress or having difficulty securing financing? YES / NO .

Does Contractor have sufficient cash flow to fund day-to-day operations throughout the proposed contract period?
YES / NO

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

6. Within the last three years, has Contractor filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it?
YES / NO .

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. Does Contractor have all required licenses, insurance and/or registrations, if any, and is Contractor legally authorized to do business in the State of Oregon? YES / NO .

If "NO," please explain.

Response:


8. Pay Equity Certificate. This certificate is required if Contractor employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. Does a current authorized representative of Contractor possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services?
YES / NO / N/A .

Response:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Contractor certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Contractor Name: Correct Rx, Pharmacy Services, Inc.	MPA: PO-10700-00016319
	MMCAP Agreement: MMS2200739

	March 1, 2023
Authorized Signature	Date
Ellen H. Yankellow, PharmD	President and CEO
Print Name	Title



Contract Review Sheet

SO-3329-20 (2)

Purchase Order #: SO-3329-20 Amendment #: 2

Contact: Camille Brignon Department: Sheriff's Office

Phone #: 503-589-3261 Date Sent: Wednesday, September 7, 2022

Title: Marion County Jail Pharmaceutical Services

Contractor's Name: Correct RX Pharmacy Services

Term - Date From: July 1, 2020 Expires: October 31, 2022

Contract Total: \$ 418,996.83 Amendment: \$ 220,000.00 New Total: \$ 638,996.83

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: Cooperative Procurement Cooperative # MMCAP - MMS17015

Description of Services or Grant Award

The Marion County Sheriff's Office requests approval to purchase 2022-2023 pharmaceutical services for the Jail against the Oregon State Price Agreement (SPA) # 8522 and the Minnesota Multistate Contracting Alliance (MMCAP) MMS17015 that conforms to Marion County Public Contracting Rules, Section 10-0400.

Desired BOC Session Date: 10/12 BOC Planning Date: 9/29
~~10/5/2022~~ ~~9/2/2022~~

Files submitted in CMS: 9/14/2022 Printed packet & copies due in Finance: 9/20/2022

BOC Session Presenter(s) Commander Tad Larson

FOR FINANCE USE

Date Finance Received: 9/15/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

C5B2E3DE257E444
 Finance - Contracts 9/20/2022
 Date

DocuSigned by:

2AED1523C8A3K
 Contract Specialist 9/23/2022
 Date

DocuSigned by:

0DCFC5B0499E481
 Legal Counsel 9/22/2022
 Date

DocuSigned by:

DC161512A8DE4EC
 Chief Administrative Officer 9/22/2022
 Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/5/2022

Department: Sheriff's Office Agenda Planning Date: 09/22/2022 Time required:

Audio/Visual aids

Contact: Camille Brignon Phone: 503-589-3261

Department Head Signature: DocuSigned by: [Signature] D3643UAD507F104

TITLE: Marion County Jail Pharmaceutical Services

Issue, Description & Background: The Marion County Sheriff's Office requests approval to purchase Pharmaceutical services for the Jail by a standard purchase order for the 22-23 fiscal year referencing State Price Agreement (SPA) # 8522 and the Minnesota Multistate Contracting Alliance (MMCAP) MMS1 7015 that conforms to Marion County Public Contracting Rules, Section 10-0400.

Financial Impacts: Estimated total for FY 22-23 \$ 220,000

Impacts to Department & External Agencies: Fund: 100 Department: 31 Division: 33 Program: 333 Service: 3309 Account: 521120

Options for Consideration: 1) Approve 2) Deny 3) Take no action at this time

Recommendation: Approve

List of attachments: Contract Review Sheet, Board Agenda Review Form, Original Contract Purchase Order, 22-23 Purchase Request, and State Price Agreement

Presenter: Commander Tad Larson

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Camille Brignon, cbrignon@co.marion.or.us Tad Larson, tl Larson@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT

Date: 09/19/2022

To: Chief Administrative Officer

Cc: Contract File

From: Camille Brignon

1. Subject: Amendment Exceeds 25%

The Marion County Sheriff's Office is requesting approval to amend a contract purchase order as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract purchase order is with Correct RX Pharmacy Services, Inc. for adult in custody (AIC) pharmaceutical supplies at the Marion County Jail with a value of \$418,996.83 and an addition of \$220,000.00 will be added to the contract purchase order to pay for services provided through June 30, 2023, for a new total of \$638,996.83 upon approval.

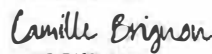
For formal procurements, indicate why the need for adding more than 25% of the total contract cost:

This purchase is placed against the Oregon State Price Agreement # 8522 and the Minnesota Multistate Contracting Alliance (MMCAP) agreement # MMS17015 that conforms to Marion County Public Contracting Rules, Section 10-0400. The original amount of this Contract Purchase Order was \$338,333.00 the amount estimated to spend between July 1, 2020 through the original price agreement termination date of October 31, 2021.

In October of 2021 the termination date was extended for an additional year and the contract PO was amended to add \$80,663.83 the amount estimated to spend through the remainder of the 21-22 fiscal year. A new contract with Correct RX is being negotiated with MMCAP and is estimated to become effective in October 2022. Each year the Sheriff's Office has requested the amount budgeted/estimated to be spent over the course of the fiscal year.

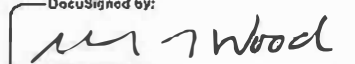
Correct RX continues to provide services for adults in custody at the Marion County Jail under the current price agreement. The Sheriff's Office is requesting approval at this time to add \$220,000 to pay for services estimated between July 1, 2022 and June 30, 2023. This amount is an estimate of the amount spent each year for the past two years and in consideration of price increases received during that time.

Submitted by:

DocuSigned by:

24F6D1523CBAA67

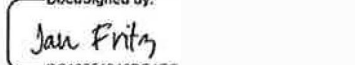
Camille Brignon; Contracts Specialist
Sheriff's Office

Acknowledged by:

DocuSigned by:

035430AD507F40d...

Jeff Wood; Undersheriff

Approved by:

DocuSigned by:

DC16351248DE4EC

Jan Fritz; Chief Administrative Officer



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

CORRECT RX PHARMACY SERVICES INC
803 A BARKWOOD COURT
LINTHICUM, MD 21090 United States

Purchase Order		
Purchase Order No	Revision	Page
882495		
Ship To:		
MARION COUNTY SHERIFF 100 High St NE Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
MARION COUNTY SHERIFF PO Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 541280	Order Date / Buyer 02-APR-20 C Brignon	Revised Date / Buyer C Brignon
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Pharmaceutical Services for the Marion County Jail - 01-JUL-20 through 31-OCT-21					\$216,144.76
2	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-22					\$202,852.07
3	Pharmaceutical Services for the Marion County Jail - 01-NOV-21 through 31-OCT-23					\$220,000.00
<p>THIS PURCHASE IS PLACED AGAINST THE MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY (MMCAP) CONTRACT MMS 17015 WHICH PROVIDES AN EXISTING CONTRACT CONFORMING TO MARION COUNTY PUBLIC CONTRACTING RULES, SECTION 10-0400, FOR PURCHASING PRESCRIPTION FILLING AND MAIL ORDER SERVICES, AS DESCRIBED IN THE STATE OF OREGON SOLICITATION AND/OR PRICE AGREEMENT #8522. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S & C'S, EXPRESS OR IMPLIED</p>						
Total						\$638,996.83

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

DocuSigned by:
Camber Schlay

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.



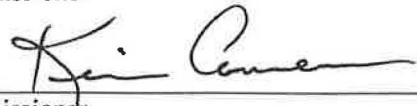
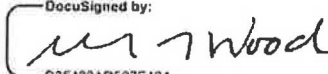
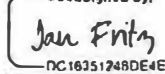
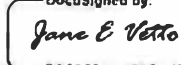
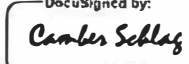
17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

SIGNATURE PAGE FOR SO-3329-20 Am2 / PURCHASE ORDER 882495

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

	<u>10/12/2022</u>
Chair	Date
	<u>10/12/2022</u>
Commissioner	Date
	<u>10.12.2022</u>
Commissioner	Date
Authorized Signature: 	<u>9/20/2022</u>
<small>DocuSigned by: D35430AD507F4D4</small>	Department Director or designee
Authorized Signature: 	<u>9/22/2022</u>
<small>DocuSigned by: DC16351248DE4EC</small>	Chief Administrative Officer
Reviewed by Signature: 	<u>9/22/2022</u>
<small>DocuSigned by: D0CFC5B0_4B9F_4B3</small>	Marion County Legal Counsel
Reviewed by Signature: 	<u>9/20/2022</u>
<small>DocuSigned by: C5B2F3DF257F444</small>	Marion County Contracts & Procurement

JOINT COOPERATIVE CHECKLIST

Lead Agency:	DAS Procurement Services / MMCAP	Contract Start Date	10/1/2018
Title:	MMCAP-MMS17015-Prescription Filling & Mail Order Services	Contract Expiration Date	10/31/2022
Solicitation#	MMS17015	Contract #	8522

Requirement	#	Question	Y/N	notes	guidance
279A.210(1)(a)	1	Was the solicitation and award process a manner substantially equivalent to those specified in ORS 279B.055, 279B.060, or 279B.085?	Yes		proceed to question 2
279A.210(1)(b)	2	Is Marion County a member of the cooperative group?	Yes		proceed to
279A.210(1)(c)	3	Are there any material changes made to the terms, conditions, or prices of the original contract?	No		usable by MC

ORS 279A.200(1)(e) "Joint cooperative procurement" means a cooperative procurement in which the participating governmental bodies or the cooperative procurement group and the bodies' or group's contract requirements or estimated contract requirements for price agreements are identified.

Example: DAS Statewide Price Agreements



Master Blanket Purchase Order 8522

Header Information

Purchase Order Number:	8522	Release Number:	0	Short Description:	MMCAP- MMS17015- Prescription Filling & Mail Order Services
Status:	3PS - Sent	Purchaser:	Nancy Doll	Receipt Method:	Quantity
Fiscal Year:	2021	PO Type:	Blanket	Minor Status:	
Organization:	Department of Administrative Services				
Department:	107090 - Procurement Services	Location:	001 - Commodities & Construction	Type Code:	
Alternate ID:		Entered Date:	12/10/2020 12:20:01 AM		
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Release Type:	Standard Release				
Contact Instructions:	AGREEMENT CONTACT :Correct Rx Pharmacy Services, Inc. -b803 A Barkwood Court -Linthicum, MD 21090 - Ellen Yankellow - 1 (800) 636-9501 - EYankellow@correctrxpharmacy.com		Tax Rate:	Actual Cost: \$0.00	
Print Format:					
Agency Attachments:	8522MPA-MMS17015_Correct Rx.EXE.pdf MMS17015 thru AMD 2.pdf 8522_COI_exp_11.15.21.pdf				
Vendor Attachments:					

Primary Vendor Information & PO Terms

Vendor:	V00012612 - Correct Rx Pharmacy Services, Inc. Rachael Campbell 1352 Charwood Road Suite C Hanover, MD 21076 US Email: rcampbell@correctrxpharmacy.com Phone: (443)557-0100 FAX: (443)557-0333	Payment Terms:	Net 30	Shipping Method:	
		Shipping Terms:	F.O.B., Destination	Freight Terms:	Freight Allowed

Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00012612	Correct Rx Pharmacy Services, Inc.	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 10/01/2018 **Master Blanket/Contract End Date:** 10/31/2022
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: Miscellaneous Drugs and Pharmaceuticals (Not Otherwise Classified) 3PS - Sent

NIGP Code: 269-72
 Miscellaneous Drugs and Pharmaceuticals (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:			Model:		
Make:			Packaging:					

Exit

Copyright © 2022 Periscope Holdings, Inc. - All Rights Reserved.



MARION COUNTY SHERIFF'S OFFICE
JOE KAST, SHERIFF

7/21/2022

Purchase Request: Correct RX Pharmacy Services at the Marion County Jail

The Sheriff's Office requests to purchase pharmacy services for the Marion County Jail through a cooperative purchase agreement. The Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) contracts with Correct Rx Pharmacy Services, Inc. to provide prescription filling and mail order pharmacy services, and the Oregon Department of Administrative Services (DAS) has established a State Price Agreement (SPA) for the purchase of pharmacy services with Correct Rx Pharmacy Services, Inc. that conforms to Marion County Public Contracting Rules, Section 10-0400.

Items to purchase: FY 21-22 Yearly Prescription Drug Services at the Marion County Jail

Original Cost Estimate for FY 21-22: \$338,333.00
Additional Funds Required for FY 21-22: \$80,663.83
New Purchase Total for 21-22 FY: \$418,996.83

The Sheriff's Office is requesting additional funds to pay for final services provided through June 30, 2022, in the amount of \$80,663.83.

Grand Total for services July 1, 2021 - June 30, 2022 - **\$418,996.83**

Fund: **100**
Department: **31**
Division: **33**
Program: **333**
Service: **3309**
Account: **521120**

Requested by: Camille Brignon Date: 7/21/2022

Undersheriff Approval: [Signature] Date: 7/21/2022

Finance Approval: Camber Schlag Date: 7/21/2022

Chief Administrative Officer Approval: Jan Frittz Date: 7/21/2022



Marion County
OREGON
FINANCE DEPARTMENT

Contract Review Sheet

Contract #: SO-3329-20

20-1766-NC

Person Sending: Camille Brignon Department: Sheriff

Contact Phone #: 503-589-3261 Date Sent: 4/17/2020

Contract Amendment# Lease IGA MOU Grant (attach approved grant award transmittal form)

Title: Correct Rx Pharmacy Services for the Marion County Jail

Contractor's Name: Correct Rx

Term - Date From: 7/1/2020 Expires: 10/31/2021

Contract Total: \$338,333.00 Amendment Amount: \$0.00 New Contract Total: \$338,333.00

Source Selection Method: Cooperative Procurement (attach number) # SPA 8522

Additional Considerations (check all that apply)

- Board Order# _____
- Incoming Funds
- Independent Contractor (LECS) approval date: _____
- Insurance Waiver (attach)
- CIP# _____ (required for all goods /software greater than \$5,000)
- Feasibility Determination (attach approved form)
- Federal Funds (attach sub-recipient / contractor analysis)
- Reinstatement (attach written justification)
- Retroactive (attach written justification)

Description of Services or Grant Award:

Correct Rx will provide pharmacy services to the adults in custody at the Marion County Jail through a cooperative purchase agreement. The Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) contracts with Correct Rx to provide prescription filling and mail order pharmacy services and the OR Dept. of Administrative Services (DAS) has established a State Price Agreement (SPA) with Correct Rx that confirms to Marion County Public Contracting Rules, Section 10-0400.

FOR FINANCE USE

Date Finance Received: 4/17/2020 BOC Planning Date: 4/16 Date Legal Received: 4/17/20

Comments: CMS okay (TK)

REQUIRED APPROVALS:

<p>Finance - Contracts _____ Date <u>4/17/2020</u></p> <p>Legal Counsel <u>Jane E. Vetter</u> Date <u>4/17/20</u></p>	<p>Risk Manager _____ Date _____</p> <p>Chief Administrative Officer <u>[Signature]</u> Date <u>4/21/20</u></p>
<p>Date _____ <input type="checkbox"/> To be filed <input checked="" type="checkbox"/> Added to master list</p>	

Returned to 4/29/20 Department for _____ signatures



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: ~~4/22/2020~~ 4/29/2020

Department: Sheriff's Office Agenda Planning Date: 4/16/2020 Time required:

Audio/Visual aids

Contact: Camille Brignon Phone: 503-589-3261

Department Head Signature:

TITLE	Correct Rx_ Pharmacy Services for the Marion County Jail
Issue, Description & Background	Correct Rx shall provide pharmacy services to the adults in custody at the Marion County Jail through a cooperative purchase agreement. The Minnesota Multi-state Contracting Alliance for Pharmacy (MMCAP) contracts with Correct Rx to provide prescription filling and mail order pharmacy services and the OR Dept. of Administrative Services (DAS) has established a State Price Agreement (SPA) with Correct Rx that conforms to the Marion County Public Contracting Rules, Section 10-0400.0
Financial Impacts:	\$338,333.00
Impacts to Department & External Agencies	Estimated Expense: July 1, 2020 - June 30, 2021 = \$ 250,000.00 July 1, 2021 - October 31, 2021 = \$ 88,333.00
Options for Consideration:	1. Approve 2. Deny 3. Take no action at this time
Recommendation:	Approve
List of attachments:	Contract Review Sheet, BOC agenda review form, Purchase Order, ORPIN award summary, MMCAP agreement, insurance
Presenter:	Sheriff Kast, Commander Larson

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Camille Brignon; cbrignon@co.marion.or.us
Tad Larson; tl Larson@co.marion.or.us



MARION COUNTY SHERIFF'S OFFICE

JOE KAST, SHERIFF

April 15, 2020

Purchase Request: **Correct RX Pharmacy Services at the Marion County Jail**

The Sheriff's Office requests to purchase pharmacy services for the Marion County Jail through a cooperative purchase agreement. The Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) contracts with Correct Rx Pharmacy Services, Inc. to provide prescription filling and mail order pharmacy services, and the Oregon Department of Administrative Services (DAS) has established a State Price Agreement (SPA) for the purchase of pharmacy services with Correct Rx Pharmacy Services, Inc. that conforms to Marion County Public Contracting Rules, Section 10-0400.

Contract Purchase Order Term: **July 1, 2020 through October 31, 2021**

Cost: **\$338,333.00**

Fund: **100**

Department: **31**

Division: **33**

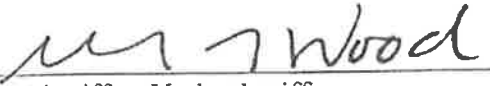
Program: **333**

Service: **3309**

Account: **521120**

Please review and approve. Thank you!

Camille Brignon
Marion Co. Sheriff's Office
Contract Specialist
Voice: 503-589-3261
E-Mail: cbrignon@co.marion.or.us

Approved:  Date: 4.15.2020
Sheriff or Undersheriff

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chubilillis 4/29/2020
Chair Date

Sam A. Burt 4-29-20
Commissioner Date

Ki Cren 4-29-2020
Commissioner Date

Authorized Signature: See Attached
Department Director or designee Date

Authorized Signature: [Signature] 4/21/20
Chief Administrative Officer Date

Reviewed by Signature: Jane E. Vetter 4/21/20
Marion County Legal Counsel Date

Reviewed by Signature: Conita Gulley Apr 17, 2020
Marion County Contracts & Procurement Date



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Purchase Order		
Purchase Order No	Revision	Page
882495	0	1
Ship To:		
MARION COUNTY SHERIFF 100 High St Ne Rm B311 Salem, OR 97301-3736 United States		
Bill To:		
MARION COUNTY SHERIFF PO BOX 14500 Salem, OR 97309-5036 United States		

CORRECT RX PHARMACY SERVICES INC
803 A BARKWOOD COURT
LINTHICUM, MD 21090 United States

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
	541280	02-APR-20 C Brignon	C Brignon
Payment Terms	Ship Via	F.O.B	
Immediate	Best method	Destination	
Freight Terms	Request Or Deliver To	Confirm To / Telephone	
Prepaid		()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	Purchase Agreement Effective From: 01-JUL-20 To: 31-OCT-21				Amount Agreed:	\$338,333.00
<p>THIS PURCHASE IS PLACED AGAINST THE MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY (MMCAP) EXISTING CONTRACT CONFORMING TO MARION COUNTY PUBLIC CONTRACT MMS17015 WHICH PROVIDES AN CONTRACTING RULES, SECTION 10-0400, FOR PURCHASING PRESCRIPTION FILLING AND MAIL ORDER SERVICES, AS DESCRIBED IN THE STATE OF OREGON SOLICITATION AND/OR PRICE AGREEMENT # 8522. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S & C'S, EXPRESS OR IMPLIED.</p>						
Total						\$338,333.00

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: *Camber Selby*
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER. Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

The Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) contracts with Correct Rx Pharmacy Services, Inc. to provide prescription filling and mail order pharmacy services, and the Oregon Department of Administrative Services (DAS) has established a Price Agreement for the purchase of pharmacy services with Correct Rx Pharmacy Services, Inc. that conforms to Marion County Public Contracting Rules, Section 10-0400, as referenced in Oregon Procurement Information Network (ORPIN) State Price Agreement 8522 and MMCAP –MMS17015.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Pharmaceutical services to be provided for inmates housed at the Marion County Jail:

- provide prescription and non-prescription medications
- consultation 24/7 availability from a registered pharmacist
- reimbursements of all unused medications
- medicine carts – purchased at beginning of contract and replaced every two (2) years
- emergency back-up pharmacy plan
- barcode inventory management system for medications
- utilization of a formulary that allows generic medications to be substituted for brand name medications whenever possible
- maintenance of appropriate professional licenses
- attendance to quarterly pharmacy meetings to track budget and formulary use
- adherence to pharmaceutical formulary set by the County
- maintenance of health/medical records and charting of information in an electronic system with the ability to share/exchange data

Contractor agrees to comply with all of the requirements of the Prison Rape Elimination Act (PREA). In order to protect inmates from sexual abuse and to ensure they get the help they need if they are victimized, PREA requires all volunteers and contractors to receive specialized training on how to recognize the warning signs and how to report a case. Contractor and employees shall:

- View the PREA Contractor Training Presentation at the following link
https://prezi.com/m5ngpfilhly8b/prea-for-contractor-volunteer-or-other-non-sworn-staff/?utm_campaign=share&token=6e5e16060d2cc217123cf017a2d35b9364f18b48bd775e1775c287af85e0f3fc&utm_medium=copy
- Acknowledge the review and receipt of PREA training by signing, dating and returning the PREA Volunteer and Contractor Information Acknowledgement Form in Attachment B.

Contractor agrees to comply with the provisions of Addendum 1 the HIPAA Business Associate agreement, which is attached and by reference made a part of this contract.

C. SPECIAL REQUIREMENTS.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform

Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

D. INVOICES.

Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor. Invoices will be in a format mutually agreeable to both parties.

Marion County Sheriff's Office
Attn: Contract Specialist & Medical Lieutenant
PO Box 14500
Salem, OR 97309
cbrignon@co.marion.or.us

ADDENDUM NO 1

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE CONTRACT PROVISIONS

INTRODUCTION

This Addendum to the contract between MARION COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and Correct RX Pharmacy Services Inc. hereinafter called CONTRACTOR is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

WHEREAS, COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.

WHEREAS, CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Department of Health and Human Services Security Rule and Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160, 162 and 164.

NOW THEREFORE, the parties agree as follows:

1. Definitions.
 - a. BUSINESS ASSOCIATE shall mean Correct RX Pharmacy Services.
 - b. BREACH means acquisition, access, use or disclosure of protected health information (PHI) in a manner that: (i) is not permitted by the HIPAA Privacy Regulations; (ii) poses a significant risk of financial, reputational, or other harm to the individual; and (iii) is not excluded from the definition of "Breach" found at 45 CFR 164.402. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.
 - c. COVERED ENTITY shall mean MARION COUNTY.
 - d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.
 - e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).

- f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR 160.103, limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.
- h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.
- i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.
- j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.
- k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

Terms used, but not otherwise defined, in the Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.304 and 164. 501.

2. Term.

The term of the HIPAA obligations under this addendum shall commence as of the effective date of this contract and shall expire when all of the information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or if it is infeasible to return or destroy protected health information, protections are extended to the information in accordance with the termination provisions in this contract.

3. Limits on Use and Disclosure.

BUSINESS ASSOCIATE shall not use or disclose protected health information provided or made available by COVERED ENTITY for any purpose other than as expressly permitted or required by this contract or as Required by Law.

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

a. Statutory Duties.

- (1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:
 - (A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and
 - (B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to Section 13401(c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.
- (2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.
- (3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

Except as otherwise limited in this contract, BUSINESS ASSOCIATE may use or disclose protected health information to perform the functions, activities or services for, or on behalf of, COVERED ENTITY as specified in the contract between the parties, provided that such use or disclosure would not violate the Security and Privacy Rules if done by the COVERED ENTITY, or the minimum necessary policies of COVERED ENTITY.

c. Permissible Requests by Covered Entity.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

5. Additional Purposes for Uses and Disclosures by BUSINESS ASSOCIATE.

- (a) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
- (b) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:
 - (i) The disclosure is Required by Law;
 - (ii) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the information has been breached per section 6.d of this Contract;
 - (iii) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).
 - (iv) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
 - (v) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. BUSINESS ASSOCIATE Obligations:

- a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.
- b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.
- c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.

- d. **Reports of Breach.** Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discovery of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.
- e. **Subcontractors and Agents.** BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract.
- f. **Right of Access to Information.** BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.
- i. **Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- j. **Access to Documentation of Disclosures.** BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an

Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.

- k. False Claims, Fraud and Abuse. BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:

- Office of Inspector General (OIG)

- <https://oig.hhsc.state.tx.us/Exclusions/Search.aspx>

- Excluded Parties List System (EPLS) www.epls.gov

7. Obligations of COVERED ENTITY.

- a. Limitations in Notice of Privacy Practices. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in its notice of privacy practices of COVERED ENTITY, in accordance with 45 CFR 164.520, to the extent that the limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- b. Changes in Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose protected health information, to the extent that the changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.
- c. Restrictions on Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of protected health information, that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by COVERED ENTITY, except if the BUSINESS ASSOCIATE will use or disclose protected health information for, and the Contract

includes provisions for, data aggregation or management and administrative activities of BUSINESS ASSOCIATE.

9. Security Assurances, the BUSINESS ASSOCIATE will.

- a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.
- b. Ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it;
- c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;
- d. Authorize termination of the contract by the County, if the County determines that the BUSINESS ASSOCIATE has violated a material term of the contract.

10. Termination of Contract.

- a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:
 - (1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Contract, if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;
 - (2) Immediately terminate this Contract, if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible; or
 - (3) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.
- b. Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, BUSINESS ASSOCIATE shall return or

destroy all protected health information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE, its subcontractors or agents, shall retain no copies of the protected health information.

- (2) In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health information.

11. Miscellaneous Provisions.

- a. **Regulatory References.** A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.
- b. **Amendment.** The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.
- c. **Survival.** The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.
- d. **Interpretation.** Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.
- e. **Entire Agreement.** This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

Award Summary

Agreement to Agree

MMCAP-MMS17015-Prescription Filling & Mail Order Services

(Prod)



Supplier Address

Correct Rx Pharmacy Services, Inc.
803 A Barkwood Court
Linthicum, Maryland
21090

Contact Ellen Yankellow
Phone 1 (800) 636-9501
Fax 1 (410) 636-9752
Email EYankellow@correctrxpharmacy.com

Contract #

8522

Amendment # 3

Revision # 2

Revision Date

01/06/2020

Opportunity #

DASPS-2679-16

Contract Start Date

10/01/2018

Expiration Date

10/31/2021

Supplier Number

22060

All dates are mm/dd/yyyy

Attachments Exist

Amendment/Revision Comments Exist

Secondary Suppliers Do Not Exist

User Comments Do Not Exist

Contract Administrator

DAS Procurement Services
1225 Ferry Street SE
Salem, Oregon
97301

Receiving Address

See purchase order

Contract Filed At

DAS PS

Contact Nancy Doll

Phone 1 (503) 378-5384

Fax

Email nancy.doll@oregon.gov

Header Comments

Authorized Purchasers for this Agreement:
MMCAP Facility Members Only

READ CONTRACT FOR COMPLETE REQUIREMENT DETAILS AND TERMS AND CONDITIONS.

NOTE: BUYERS GUIDE IS LOCATED IN ADDITIONAL AT LEFT LISTED UNDER PRIVILEGED ATTACHMENTS

Department of Administrative Services has established multiple Price Agreements for the

purchase of Pharmaceutical Returned Goods Processing. By Notice of Intent to Participate as in ORPIN under DASPS-2679-16 and Intent to Award (7/7/2018) the following awards have been made:

- 8520 - MMS17018 - Diamond Drugs, Inc.
- 8521 - MMS17014 - Clinical Solutions, LLC
- 8522 - MMS17015 - Correct Rx Pharmacy Services, Inc.

Delivery Requirements			
See contract			
Payment Terms			
Net 30			
FOB			
FOB Destination			
Item #	Quantity / Unit	Description	Unit Cost
1	1 EACH	Commodity No. 948-72 Prescription Filling -Mail Order Services	\$0.00
Mandatory or Convenience			Current Amendment Value
Convenience			\$0.00
Minimum Order			Previous Contract Value
See Contract			\$5,000,000.00
Return Policy			Current Amended Value
See contract			\$5,000,000.00
Warranty			
See contract			
Best Value Analysis			
Freight/Surcharge			
Renewal Option			

CONTROL NUMBER: 2108166

Master File: ORPIN-88065-16

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY**

This Contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and **Correct Rx Pharmacy Services, Inc.**, 1352 Charwood Road, Suite C, Hanover, MD 21076 ("Vendor").

Under Minnesota Statutes Section 16C.03, the Commissioner of Administration may enter into this Contract on behalf of MMCAP for the benefit of its members.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run facilities, and contracts for pharmaceuticals and certain health care products for its members' use. Participation in MMCAP is limited to government authorized facilities such as state agencies, counties, cities, townships, and school districts.

The Vendor wishes to contract with MMCAP to provide Prescription Filling Services to MMCAP Members, as defined in Section 6, at the Members' Facilities.

1 Term of Contract

1.1 Effective date

December 1, 2017, or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 Expiration date

October 31, 2019, or as cancelled pursuant to Section 24. This Contract may be extended up to three additional one year periods upon mutual agreement of both parties.

1.3 Survival of Terms

The following sections survive the expiration or cancellation of this Contract: 10. Liability; 11. State Audits; 12. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 20. Data Disclosure.

2 Contracted Services

2.1 Services Provided

Vendor will dispense prescriptions and distribute stock medications written by authorized medical staff at MMCAP Member Facilities. Vendor will provide professional comprehensive pharmaceutical services for all prescription and non-prescription medications as ordered by all prescribers, as well as clinical management and technology solutions that meet Facilities' requirements. Vendor will establish and/or maintain a medication kit for emergency, urgent, and common first-dose needs of the Facility.

By using this contract, Member agrees on the Vendor's intent to offer its services as an exclusive vendor. While other services may be used to augment this contract (340B

relationships, specialty pharmacy, etc.) pricing is offered on the expectation that no other prescription filling service is to be utilized concurrently.

2.2 Service Area

Vendor will provide prescription filling services to requesting MMCAP Members in all 50 United States.

While all Facilities accessing this contract need to be MMCAP Members, Vendor may recognize a parent-child relationship with Facilities and their administrative offices for purposes of accessing this Contract. Members and Facilities are terms used synonymously in this document. A listing of Facilities accessing this contract, as well as certain Facility-specific negotiated elected services and billing rates, will be maintained jointly by MMCAP and Vendor as Attachment A, which is attached and incorporated herein.

The list of MMCAP Participating Facilities in Attachment A may be updated from time to time according to the following process:

- a) An MMCAP Participating Facility will be added to or removed from the Contract when:
 - (i) Vendor adds or removes the MMCAP Participating Facility in its MMCAP membership list, provides MMCAP with the updated list, and
 - (ii) MMCAP, in its sole discretion, determines that the Member meets all MMCAP requirements accepts the Member as an eligible MMCAP Participating Facility under this Agreement. The updated membership list should be sent via email to MMCAP.Contracts@state.mn.us.
- b) Vendor represents and warrants that it shall provide MMCAP with prompt written notice in the event that any MMCAP Participating Facility ceases to access this Contract or meet the eligibility requirements of this Contract and such MMCAP Participating Facility shall be automatically deleted from the Contract without any further action of the parties.

2.2.1 Initiating service

To initiate service, MMCAP Members must complete Attachment B, which is attached and incorporated herein, and submit to:

Correct Rx Pharmacy Services, Inc.
Attn.: Ellen H. Yankellow, PharmD,
President & CEO
1352 Charwood Road, Suite C
Hanover, Maryland 21076
EYankellow@correctrxpharmacy.com

Attachment B represents a complete data set to the Vendor and additional forms will not be required of the Member. Within 14 calendar days of Vendor's receipt of Attachment B, Vendor must notify MMCAP of new MMCAP Members accessing this Contract by sending an updated Attachment A to MMCAP.Contracts@state.mn.us. Any facilities currently using Vendor's service that wish to switch to MMCAP's contract terms and pricing will utilize the same notification process with Attachment B.

2.2.2 Orientation

When Vendor begins servicing a new Facility, it will implement a competency based training schedule and orientation program for Vendor's pharmacists as well as any other Vendor personnel that will be involved with Facility contract management. Prior to implementation, Vendor will have several internal staff meetings to fully review Facility requirements and how they best apply to Facility specific needs.

Vendor's startup manual has detailed explanations of all medication management procedures and Vendor's electronic programs are supported by program specific user manuals that are reviewed during initial training. Updated copies can be accessed by contacting Vendor's Customer Service, Rachael Campbell, by calling 1-800-636-0501 ext. 254 or at rcampbell@correctrxpharmacy.com.

2.2.3 Transition of Services

Vendor will work with the Member to design and implement a smooth transition from the Member's current pharmacy provider to the Vendor's services. Ideally, at least 30 calendar days will be allowed to fully transition services, but shorter transition periods may be accommodated by the Vendor. Arrangements will be made for either on-site or telephone assistance for Member's start-up. An individualized transition plan will include the following elements:

- Obtaining pharmaceutical utilization from current vendor
- Obtaining access and ensuring operability of Information Technology services
- Setting up agreements for reverse distribution/destruction of pharmaceuticals, backup pharmacies, and specialty/compounding pharmacies
- Establishing wholesaler accounts to accommodate Facility-specific purchases using MMCAP accounts (if elected)
- Validation of delivery schedule and services available
- Ensuring licenses are in place for all jurisdictions served
- Training of Facility staff to Vendor's programs and procedures

2.3 Hours of Operation

Official business hours for the purposes of administrative concerns, financial concerns, customer service, and routine filling of medication orders are 6am to 8pm Eastern Time Monday through Friday, 8am to 5pm Eastern Time on Saturday, and 9am to 5pm Eastern Time on Sunday. Administrative and financial matters as well as routine filling of medication orders may not be available during certain holidays observed by the Vendor (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas). Vendor shall provide one week's prior notice to Members of upcoming modified hours. Customer service inquiries can be addressed to Rachael Campbell by calling 1-800-636-0501 ext. 254 or at rcampbell@correctrxpharmacy.com. Prospective Facilities looking for pricing or other information should contact Jessica Vaughn by calling 1-800-636-0501 ext. 223 or at jvaughn@correctrxpharmacy.com.

Vendor's pharmacist can be reached during normal business hours by calling 1-800-636-0501 or faxing 1-800-636-9752. This pharmacist is able to provide consultation on

medication orders. After hours a pharmacist can be reached via our on-call cellphone by calling 1-443- 417-7294.

2.4 Orders and Shipping

Orders for prescription and non-prescription medications may be transmitted to Vendor at any time. Orders must be issued by authorized medical staff for the Facility. Orders may be transmitted via fax machine, Remote Order Entry, or computerized interface with Facility's comprehensive electronic medical record.

2.4.1 Order Cut-off times

All medications ordered by the 4:00 PM Eastern Time cutoff Monday through Friday are delivered by UPS and received the next day. This includes a Saturday delivery if the Facility receives weekend deliveries. Orders submitted after cutoff times may still be able to be included in the next day's shipment by calling Vendor directly by 6:00 PM Eastern Time Monday through Friday. All orders received by 12:00 PM (noon) Eastern Time Saturday are received on Monday morning.

Vendor will provide emergency medications that cannot be received through the normal delivery process from a contracted local emergency back-up pharmacy.

2.4.2 Shipping / Delivery

Orders transmitted prior to the cutoff time will be delivered via UPS and received at the Facility the following business day (or Saturday, if applicable) according to Table 1 below.

Table 1

Standard Orders submitted by:	4:00pm ET Monday	4:00pm ET Tuesday	4:00pm ET Wednesday	4:00pm ET Thursday	4:00pm ET Friday	12pm (noon) ET Saturday
Rush Orders submitted by:	6:00pm ET Monday	6:00pm ET Tuesday	6:00pm ET Wednesday	6:00pm ET Thursday	6:00pm ET Friday	1:00pm ET Saturday
Delivered by:	Tuesday 10:30am* Local Time	Wednesday 10:30am* Local Time	Thursday 10:30am* Local Time	Friday 10:30am* Local Time	Saturday 10:30am* Local Time	Monday 10:30am* Local Time
*Delivery by 10:30a.m. or courier's guaranteed overnight delivery time						

Facilities within a 200-mile radius of Vendor's pharmacy in Hanover, MD may be able to receive medication orders the same day with a pre-arranged agreement between Vendor, Facility, and MMCAP as documented in Attachment A.

Vendor's boxes are to be prepared so medication will not be damaged during shipment. All liquids that are susceptible to potential leaking are to be taped and placed in separate plastic bags. Refrigerated items are to be placed in special Mylar bags with sufficient ice packs to keep them cool and frozen products are shipped inside of special coolers with multiple ice packs. Controlled Substances will be placed in a separate hermetically sealed tamper resistant bag within the shipment.

2.4.3 *Emergency Service*

Vendor will contract with a network of pharmacies local to the Member to provide emergency medication that cannot be received by the normal delivery process. If emergency medications are utilized, Member shall be billed at the price Vendor was invoiced by the emergency back-up pharmacy along with any applicable delivery charges. Emergency orders will be processed within 4 hours of the order being placed.

Products and services needed for larger-scale emergencies such as hurricanes or disease outbreaks will be negotiated jointly between Member and Vendor with as much advance notice as possible.

2.4.4 *Receiving Shipments*

Vendor will provide Facility, at no charge, a barcode scanner that will enable Member to view shipments, check in orders electronically and run reports. Vendor will also provide a delivery manifest with each shipment that lists all included orders and a discrepancy log that documents any orders not included along with an explanation.

2.5 *Pharmaceutical Products*

Prescriptions and OTC products are packaged in 30 dose tamper resistant blister cards or the manufacturer's original container per request. Each prescription is properly dispensed and labeled patient-specific or non-patient specific in complete compliance with all state and Federal laws, rules, regulations and provisions.

Vendor will dispense oral tablets and capsule medications in quantities requested by the Member depending on the frequency of the dosing and the needs of the Member. OTCs can be ordered by the Member directly from their MMCAP wholesaler or in bulk from the Vendor.

Vendor will provide ear drops, liquids, creams, or ointments in the original manufacturer container with no packaging fee and, if requested, will package in alternate containers.

2.5.1 *Starter Medication*

Vendor sends OTC medications in bulk packaging, unless the prescriber has ordered the medication for a patient, in which case the medication shall be dispensed in blister packs or prescription bottles, as specified.

Vendor will work with Facility to establish and maintain a starter medication policy and will promote the use of "Emergency Drug Records" when applicable with Facility's staff. Vendor will maintain drug stock levels at the Facility as agreed upon by Facility and Vendor.

Vendor will maintain a drug box located at the Facility. Items in each drug box will be determined in consultation with Member's Health Services Administrator and the Medical Director.

Stock medications will be distributed in compliance with all state and Federal laws, including the Drug Supply Chain Security Act (DSCSA), if applicable.

2.5.2 *Infusion Therapy*

Vendor will provide all requested intravenous solutions and related administration sets using the Add-vantage packaging system where available.

2.5.3 *Controlled Substances*

Vendor will provide all prescribed controlled substances in blister cards in compliance with applicable state and Federal regulations.

2.5.4 *Generic Medications*

Vendor will dispense all medications as generics unless there is no generic substitute or the prescriber has requested "no substitute" in accordance with applicable state laws. All generic medications will be A or AB rated by the Food and Drug Administration (FDA). Vendor will report to the Member any generic substitution opportunities and offer alternatives to the prescriber in real-time through Vendor's electronic prescribing software. If the Facility orders via fax, this reporting will be provided monthly.

2.5.5 *Discharge Medications*

Discharge medications will be dispensed to the Facility in the quantity requested. All discharge medications will be dispensed in childproof containers, unless otherwise requested. These medications will be labeled appropriately with all directions and auxiliary warning labels, in compliance with applicable regulations.

2.5.6 *Employee Medications*

Medications and Supplies for employees of the Member Facility will be available in the event of a worker's comp eligible event including post-exposure prophylaxis (PEP). Billing may take place either through a worker's comp insurance adjudicator or billed directly to the employer, at the Facility's option.

2.6 *Returns*

2.6.1 *Product Recalls and Backorders.*

Vendor will employ dedicated staff pharmacists to address manufacturer recalls, shortages, and medication backorders. When Vendor is notified of recalls, the team will immediately review Vendor's current inventory and remove items identified in the recall. Vendor's software will provide reports that list patients who received recalled medications. Vendor will notify all relevant prescribers and other personnel according to pre-established protocols and procedures. Vendor will notify all Facilities by phone, fax and email.

In the event of a backorder, whether experienced and/or notified, Vendor will notify impacted Members and communicate a proposed resolution along with expected timeframe. Resolutions may include therapeutic substitution, alternative suppliers, or allocation protocols, among others.

2.6.2 Reverse Distribution and Waste Disposal

Vendor will refer Members to MMCAP's contracted vendor(s) in addition to Vendor's own provider to provide Reverse Distribution and Waste Disposal services. Vendor will work closely with the Facility to ensure the waste disposal and reverse distribution program adheres to: (1) state and Federal regulations; (2) state pharmacy board recommendations (3) Facility policy and procedures and (4) environmental considerations.

2.6.3 Returns for Credit

Vendor will arrange for the pickup and return of all unused or discontinued medication at no cost. Vendor will allow credit at 100% of Vendor's medication cost (at the time of dispensing) for return of full card and credit at 50% of Vendor's medication cost for partial cards of separately charged, unused solid medications with a value greater than \$2.00 when following this criteria:

- 1) The prescription medication did not leave the control of the licensed healthcare member responsible for the security and handling of that prescription and the drug did not come into the physical possession of the individual for whom it was prescribed;
- 2) The labeling and packaging of the prescription drug are accurate, have not been altered, defaced, or tampered with, and include the identity, strength, expiration date, and lot number of the prescription drug;
- 3) The prescription medication was dispensed in unit dose packaging or original manufacturer's packaging (e.g. unused bulk products including liquids, creams, inhalers, ointments, drops, etc.); and
- 4) The prescription medication is not a controlled substance, expired, damaged, deteriorated or contaminated.

All medications must be returned in the original container in which they were issued and have a minimum of 90 days shelf life remaining. Vendor agrees to abide by all Board of Pharmacy requests regarding return medications, and applicable laws of the Member's state.

Controlled substances, specialty drugs, biologicals, and medications for which efficacy requires un-breached original manufacturers packaging upon opening are not eligible for credit.

No re-stocking fee will be charged to the Member. Credits do not expire and are itemized and applied to the next monthly invoice from the date of processing.

2.7 Compliance

Vendor must possess all necessary legal and regulatory qualifications, certifications, permits, and licenses when providing the services described in this Contract. Vendor must

comply at all times with all applicable laws and applicable agency, regulatory and certification requirements, including but not limited to HIPAA and state privacy laws which govern the Vendor's operations. Vendor must notify Member immediately if it is in receipt of notice of noncompliance with any such requirements, conditions, and standards, or if Vendor has notice or reason to believe that its status as to the foregoing will change or has changed in any respect.

Any change in license, certification, permit, or regulatory qualification status, including but not limited to those mentioned below, must be reported to MMCAP and the affected MMCAP Members as soon as it is known.

- 2.7.1 ***State Boards of Pharmacy Licensure***
Vendor must be licensed in good standing with all applicable State Boards of Pharmacy and in accordance with the standards of the State of Maryland and as a non-resident pharmacy in the states needed where MMCAP Facilities are located.
- 2.7.2 ***DEA Registration***
During the term of this Contract, Vendor must maintain its registration with the U.S. Drug Enforcement Administration to dispense controlled substances in Schedules II–V.
- 2.7.3 ***Licensed Wholesaler/FDA Approved Repackager***
Vendor must comply with wholesaler and repackager regulations in jurisdictions where required.
- 2.7.4 ***Section Reserved***
- 2.7.5 ***Section Reserved***
- 2.7.6 ***Pharmacists with Specialized Credentials***
Vendor agrees to employ pharmacists that are highly credentialed and maintain the following certifications: American Academy of HIV Expert (AAHIVE), Board Certified Pharmacotherapy Specialist (BCPS) and Board Certified Geriatric Pharmacist (BCGP), who are available for consultation.
- 2.7.7 ***FDA Risk Evaluation Mitigation Strategies***
Vendor will follow all appropriate regulations, guidelines, and procedures established by federal and state laws including those of the U.S. Food and Drug Administration (FDA) for operating in compliance with FDA-approved Risk Evaluation and Mitigation Strategies (REMS).
- 2.7.8 ***HIPAA***
Vendor will comply with current Health Insurance Portability and Accountability Act (HIPAA) and all applicable regulations promulgated thereunder. In accordance with HIPAA, Vendor will keep secure and private all information that may be considered Individually Identifiable Health Information (IIHI).

2.7.9 DSCSA

Vendor will maintain compliance with the Drug Supply Chain Security Act (DSCSA) during the term of this Contract.

2.8 Invoicing

Vendor will prepare and send invoices to Facilities by the 5th business day after the end of each month for standard invoices and the 8th business day after the end of each month for customized invoices. Invoices will include charges and credits for all products and services provided to the Facility. Invoices may be provided in MS Excel, Adobe Acrobat PDF, or other formats as requested.

Customized invoices may include delineation of medication costs in categories such as formulary, non-formulary, HIV, and psychotropic, among others.

Subject to state law, the Facility will notify Vendor of any known dispute with an invoice within 30 calendar days of receipt of the invoice.

The Facility will pay all portions of a disputed invoice, unless prohibited by state law, subject to resolution of that dispute. If upon resolution, the disputed invoice was found to be in error, Vendor will credit the original amount of the invoice and rebill the Facility.

Where complete payment of a disputed invoice is prohibited by a Facility's State's applicable law(s), the Vendor will comply with requirements of that state's law(s) related to disputed invoices.

Vendor will make a good faith effort to resolve known disputes related to pricing within 30 calendar days of notice of the dispute. This clause will in no way be deemed a limitation on the Vendor or Member as it relates to the future auditing and/or correction of invoices.

Where a disputed invoice is determined not to have been in error, the Facility will not be liable for interest and penalties related to the disputed amount.

All invoices are due Net Thirty Days. This clause will not apply to an MMCAP Participating Facility when prohibited by that Facility's individual state law. A late fee of 0.05% per month will be applied to all past due balances. Payment may be made to Vendor via EFT or check. Payment via credit card/purchasing card will be assessed a 2% processing fee.

2.8.1 Third Party Billing

Invoices will be individually printed and billed directly for each patient or other jurisdiction such as for federal government agencies including U.S. Bureau of Prisons (BOP), U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals Service (USMS), and for countries other than the one in which the inmate is housed. Vendor will bill compensation orders, medical assistance, health insurance, AIDS drug assistance programs (ADAP), or other payment sources if the patient is eligible, if permitted to bill, and if Vendor receives

billing information at the time of dispensing. Vendor agrees to pursue any manufacturer discount programs, rebates, copay assistance, or similar programs available for products dispensed and pass those savings back to the Facility. Medications invoiced to other payers will be billed at the Facility's rate. If these invoices are not paid within 90 days, the Member will be responsible for all charges at the agreed upon rate for that Facility with no interest being charged, and Vendor will cease billing the alternate payers. Invoices for residents of long term care or assisted living facilities will be billed in the same itemized manner.

2.9 Facility Reporting

Vendor will provide Members access to its proprietary web based Dashboard Reporting System that will act as a nerve center where quantitative and qualitative information is readily available online, accessible 24 hours a day 7 days a week.

Facilities may request Ad Hoc reporting with the ability to discuss findings with the Vendor at no charge.

2.10 Reports to MMCAP and Contract Auditing

Vendor will send to MMCAP a single monthly Excel file listing all sales transactions for the contracted Facilities in the prior calendar month. This report will contain all credits issued, all orders dispensed, and all services for which Facilities were billed.

Requirements:

- 1) A single monthly file of sales information
- 2) All sales transactions for the prior calendar month as well as credits issued and other products and services provided.
- 3) Supplemental transactions from earlier months must be called out in the accompanying e-mail as either additional transactions, or a complete restatement of the sales in the month in question. "Edits" to previously reported individual transactions cannot be processed.
- 4) Patient-identifiable data is not to be sent to MMCAP.

Reports should follow the formatting in Appendix 1. Reports may be returned for correction and resubmission for improper file formatting as well as missing/invalid required information (especially Member IDs and NDC codes).

MMCAP may request a resubmission of prior reports at any time.

MMCAP reserves the right to audit reports and may ask for copies of invoices to substantiate charges. Vendor will supply to MMCAP the requested documents within one business week of the request.

2.11 Professional Services

Vendor will perform a drug utilization review when filling each patient specific prescription, as well as periodically upon request by Member using computer-generated information evaluating the following:

- a) Use of non-formulary medication;
- b) Antibiotic use;
- c) Psychotropic use;
- d) Drug Utilization by class;
- e) Specialized reporting as requested.

2.11.1 *Formulary Development*

Working with the Pharmacy and Therapeutics Committee, Member Facility's Director of Nursing and Member Facility's Medical Director, Vendor will create and maintain a formulary of legend drugs for use within the Member Facility that will provide significant cost savings and improved patient outcomes.

Vendor will perform a quarterly review of the formulary. The review of the formulary will include Vendor representatives and Member representatives as designated by each party. Recommendations will be made and final action approved within three (3) days of receipt of recommended formulary changes; and

In addition, Vendor will perform a monthly review of non-formulary medications with written recommendations to the staff physicians regarding formulary alternatives.

All recommendations will be based on state and Federal regulations, best practices and industry standards.

2.11.2 *Facility Inspections*

Vendor will participate in quarterly Pharmacy and Therapeutics Committee meetings. Vendor shall also conduct quarterly inspections (where applicable by accreditation or state regulation) of all institutional areas where medications are maintained. Inspection shall include, but not be limited to, the expiration dates, security, storage and a periodic review of medication records.

Inspections will be based on NCCHC, ACA, and Joint Commission standards along with Vendor's experience in the institutional pharmacy industry. Vendor abides by all recommendations set forth by these organizations and will aid Members in meeting these standards as well.

2.11.3 *Collaboration with Facility Staff and Meetings*

Vendor will assist the Facilities in developing pharmacy policies, procedures and protocols, and will cooperate with Member's Clinical Pharmacy personnel to promote rational, cost effective pharmacy services. The Policies and Procedures Manual will be continually updated as notifications of policy changes are received; in addition, each Facility will receive a complete update annually.

Vendor agrees to comply with the Member/Facilities Policies, Procedures and Formulary Document and Facilities Policies and Procedures at all times during the Term of this Agreement. Without limiting or modifying Vendor's obligations under this Section,

Vendor specifically agrees to observe, comply with, and participate in Member's Quality Programs, and utilization review and management programs. Vendor acknowledges that Vendor's failure to maintain program compliance may result in removal of the Facility from this Contract and/or a delay or denial of compensation. Member and/or the Facilities may conduct an audit of the pharmacy services being provided by Vendor to assess the compliance of Vendor's services with all applicable laws and Member's Quality Assurance standards. Member and Facilities' staff shall provide a written report of such audit to Vendor and shall meet with the Vendor's personnel to review said audit.

2.11.4 Reference Materials

Vendor will provide each Facility with a Nursing Drug Handbook on an annual basis.

2.12 Equipment

Vendor will provide medication carts based on Facility size and capacity. If additional med carts or repairs are needed prior to end of contract, Vendor will pass through charges to Facility.

Vendor will provide barcode scanners to the Facility for the purpose of accessing these contracted services. Scanners will be compatible with Vendor's systems and updates are the responsibility of the Vendor.

3 Pricing

3.1 Medication Orders

Medications will be invoiced at Actual Acquisition Cost (AAC) plus the Dispensing Fee per prescription and stock order as determined by the Member's Average Daily Population (ADP), and the year of the contracting cycle.

AAC shall be defined as the actual price invoiced to Vendor by their wholesale supplier as of the end of each calendar month.

3.1.1 Dispensing Fee

Dispensing fee is calculated on a per-order basis without regard to number of doses in the order. ADP is also a factor and is calculated as the sum of ADPs from all Facilities in the Member's system.

ADP is calculated upon initiation of service and updated monthly by the Member.

Table 2

Maximum Dispensing Fee as related to Member's ADP^				
Member's Average Daily Population (ADP)	Years 1 and 2 of the Contract	Year 3 of the Contract	Year 4 of the Contract	Year 5 of the Contract
1-249	\$4.35	\$4.44	\$4.53	\$4.62
250-499	\$3.95	\$4.03	\$4.11	\$4.19
500-1,499	\$3.65	\$3.72	\$3.79	\$3.87
1,500-4,999	\$3.35	\$3.42	\$3.49	\$3.56
5,000+	\$2.99	\$3.05	\$3.11	\$3.17

^Vendor may, at its discretion, negotiate with potential Members to establish a dispensing fee lower than the stated amounts in this table. Any such negotiated rates and rate increase schedule must be documented in Attachment A.

3.2 Site Visits

For members with ADPs of 500 or more (per Facility), Vendor's dispensing fee includes the cost of quarterly medication room inspections and quarterly P&T meetings, if necessary. If a Member requires inspections more frequently than quarterly, the Member will be charged for the additional inspections at Vendor's cost to provide those inspections with a maximum cost of \$250.00 per inspection.

For Members with ADPs of less than 500, Vendor will provide inspections and P&T meetings at Vendor's cost incurred, not to exceed \$250.00 per inspection, as needed.

3.3 Section Reserved

3.4 Shipping Charges

All shipping costs to each state are included with the exception of Facilities under 250 ADP. Facilities under 250 ADP will be charged pass-through UPS rates for shipping. Vendor will work with Members to minimize these charges through timing of shipments and efficient use of stock medications. Products will be shipped FOB destination.

3.5 Specialty Pharmacy

All specialty pharmaceuticals will be billed at pass through-cost plus a dispensing fee as agreed to for that Facility.

3.6 Electronic Data Systems

3.6.1 Electronic Medication Administration Record (eMAR)

Vendor will offer the sMARt system, at the Member's option, at a rate of \$0.35 per patient per month with a minimum of \$200 per month.

3.6.2 *Electronic Order Entry: CIPS Remote*

This system enables electronic order entry (ePrescribing) with an eMAR option, bi-directional interfaces with EMR and Inmate Management Systems, electronic reporting and dashboarding in real-time, and a web-based barcode system. There is no charge to the Member for CIPS Remote.

3.6.3 *Electronic Health Record (EHR) Interface*

Vendor will offer assistance in creating or maintaining an interface between Member's Electronic Health Record (EHR).

3.6.4 *Technical Assistance Charges*

Set-up, Integration, and Maintenance of Electronic Data Systems charges will be passed on to Member at the cost billed to Vendor. Vendor will provide a cost estimate and timeframe to the Member before initiating this service.

3.7 *Section Reserved*

3.8 *Rush Orders*

Rush Orders will be provided at no additional charges to Member.

3.9 *Backup Pharmacy*

Backup Pharmacy charges will be passed through from Vendor to Member as stated in Section 2.4.3. Backup pharmacies are to invoice the Vendor for products and services rendered and Vendor will invoice the Facility.

3.10 *Emergency Kit Exchanges*

Emergency Kit Exchanges will be provided at no additional charges to Member. Medications used will be charged to the facility with a single dispensing fee regardless of how many doses are used.

3.11 *Optional Clinical Service Enhancements*

Vendor will designate an individual to serve as the Director of Clinical Pharmacy who will be responsible for overseeing and expending clinical pharmacy services provided by the Vendor.

3.11.1 *Telepharmacy Consultation*

Detailed telepharmacy consults via video conferencing are available for complex and high acuity patients. If elected, the Member will be charged \$300 for a 4-hour block of time.

3.11.2 *Pharmacist Directed Non-formulary Management*

Vendor's pharmacists may assume the responsibility of reviewing and approving non-formulary medication requests. Pharmacists' reviews and decisions are evidence-based and use best practices which are uniform and consistent. If elected, the Member will be charged \$200 per Facility per month.

3.11.3 Detailed Care Plans

Vendor's pharmacists will develop individualized care plans in consultation with the medical provider for each patient enrolled under this program. The goal of this specially tailored medication management plan is to reduce unnecessary hospitalizations and adverse medical events that might otherwise occur. If elected, the Member will be charged \$150 per care plan.

4 Ordering and Purchase Orders

As a condition for purchasing under this Contract, purchasers must be MMCAP Members in good standing with MMCAP, as defined in Section 6. Members may purchase pharmaceuticals outside this Contract if it is in their best interest to do so or if it is required to obtain a product.

4.1 Purchase Orders

MMCAP Members may use their own forms for Purchase Orders. To the extent that the terms of any form conflict with the terms of this Contract, with the exception of Member-specific jurisdictional requests as between Member and Vendor, the terms of this Contract supersede. Each MMCAP Member will be responsible for payment of goods and services provided by Vendor; and the MMCAP Office will have no liability for any unpaid invoice of any MMCAP Facility. Vendor agrees to invoice the MMCAP Member for all products shipped or services provided. Vendor will accept Electronic Funds Transfer (EFT) for payment. At time of new account set up, the MMCAP Member will initiate this process with its bank.

4.1.1 Funds available and authorized/non-appropriation

By submitting a Purchase Order the MMCAP Member represents it has sufficient funds currently available and authorized for expenditure to finance the costs of the Purchase Order.

4.1.2 Termination of Individual Purchase Orders

- a) *For convenience.* MMCAP Members may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Vendor, or at such later date as the MMCAP Member may establish in such notice, upon the occurrence of any of the following events:
- (i) The MMCAP Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order; or
 - (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the MMCAP Member is prohibited from paying for such goods from the planned funding source.

Upon receipt of written notice of termination, Vendor will stop performance under the Purchase Order as directed by the MMCAP Member.

- b) *For cause.* Either MMCAP Member or Vendor may terminate individual Purchase Orders, in whole or in part upon occurrence of any of the following events:
- (i) Nonperformance of contractual requirements, or
 - (ii) A material breach of any term or condition of this Contract.

Termination must be made via certified mail to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The defaulting party receiving such notice shall have thirty (30) days from the receipt of such notice to cure the default(s). The party alleging the nonperformance of contractual requirements or material breach will cooperate fully with the other party's efforts to cure the occurrence during the cure period. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.

If the default remains after the opportunity for cure, the non-defaulting party may terminate the Purchase Order or any portion thereof, including any orders issued against the Contract. This remedy shall be in addition to any remedy provided by law or equity.

c) Termination of a standing Purchase Order does not extinguish or prejudice the MMCAP Member's right to enforce such Purchase Order with respect to Vendor's breach of any warranty or any defect in or default of Vendor's performance under such Purchase Order that has not been cured, including any right of the MMCAP Member to indemnification by Vendor or enforcement of a warranty. If a standing Purchase Order is terminated, the MMCAP Member must pay Vendor in accordance with the terms of this Contract for goods delivered and accepted by the MMCAP Member.

4.1.3 *Jurisdiction and Venue of Purchase Orders*

Upon completion of the Dispute Resolution process outlined in this Contract, and solely with the prior written consent of MMCAP and the State of Minnesota Attorney General's Office, the MMCAP Member may bring a claim, action, suit or proceeding against Vendor. The MMCAP Member's request to MMCAP to bring the claim, action, suit, or proceeding must state the initiating party's desired jurisdiction, venue and governing law. Upon completion of the Dispute Resolution process outlined in this Contract, the Vendor may bring a claim, action, suit or proceeding against MMCAP Member, in Vendor's sole discretion.

As it applies to purchases made by a MMCAP Member, nothing in the Contract will be construed to deprive the MMCAP Member of its sovereignty, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Contract or afforded by the MMCAP Member's law.

5 Customer Service

5.1 Primary Account Representative

Vendor will assign a Primary Account Representative to MMCAP for this Contract and must provide a minimum of 72 hours' advanced notice to MMCAP if that person is reassigned. The Primary Account Representative will be responsible for:

- Proper maintenance and management of the MMCAP Contract, including timely execution of all amendments
- Timely response to all MMCAP inquiries
- Performance of the business review

In the event that the Primary Account Representative is unresponsive and does not meet MMCAP's needs, the Vendor will assign another Primary Account Representative upon MMCAP's request.

5.2 Business Reviews

Vendor will perform a bi-annual business review with MMCAP staff per contract year. The review will be at a time that is mutually agreeable to Vendor and MMCAP and at a minimum address: a review of sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

5.3 Dispute Resolution

Vendor and MMCAP or MMCAP Member will handle dispute resolution for unresolved issues using the following procedure:

5.3.1 Notification

The parties must promptly notify each other via certified mail of any known dispute and work in good faith to resolve such dispute within 30 days. And if necessary, MMCAP or MMCAP Member and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

5.3.2 Escalation

If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP, MMCAP Member or Vendor may escalate the resolution of the issue to a higher level of management. A meeting will be scheduled with MMCAP or MMCAP Member and the Vendor's MMCAP Primary Account Representative to review the briefing document and develop a proposed resolution and plan of action. The parties will have 30 calendar days to cure the issue.

5.3.3 Performance while Dispute is Pending

Notwithstanding the existence of a dispute, the parties must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If either party fails to continue without delay to perform its responsibilities under the contract, in the accomplishment of all undisputed work, any additional costs incurred by non-failing party as a result of such failure to proceed will be borne by the failing party.

6 MMCAP Members

6.1 Membership Listing

MMCAP will provide Vendor a complete listing of all MMCAP members, which is password protected and published at www.mmcap.org. MMCAP reserves the right to add and remove MMCAP Members during the term of this Contract.

6.2 New Members

The Vendor must allow new MMCAP Members that join MMCAP to access contract prices throughout the term of this Contract. MMCAP will provide Vendor with monthly e-mail notices announcing that a new MMCAP Membership List has been posted online.

6.3 Member-Required Participating Addenda

In order to access this Contract some members require jurisdiction-specific additional paperwork or contract language. Vendor must not sign any member documents without prior MMCAP review and approval. If needed, MMCAP will issue a Member-requested Participation Agreement (MPA) that will be amended into this Contract. No other mechanism of modifying or "attaching to" MMCAP contracts is authorized. The MPA, which will only apply to the requesting Member and must be signed in the following order: Member, Vendor, then MMCAP. Vendor is not required to agree to any additional terms; however, by not agreeing to the MPA, Vendor may be precluded from doing business with that Member. In the event a Member requires a fee be added to the Contract price (e.g., member levied procurement fee or system use fee), that fee must be added on top of the MMCAP-contracted pricing. Vendor may not absorb the fee. Vendor must not pay a member levied fee without first collecting the fee through increased product costs. The fees will be set aside and paid to the member as would be detailed in an MPA.

6.4 Verification of Authorized Purchasers

Upon request of MMCAP, Vendor must verify that it provides goods and/or services and pricing under this Contract only to MMCAP Members.

7 Administrative Fee

In consideration for the reports and services provided by MMCAP, the Vendor will pay an administrative fee on all products and services provided to MMCAP Members. The Vendor will submit a check payable to "State of Minnesota, MMCAP Program" for an amount equal to 3% of all dispensing fees of orders placed by Facilities and dispensed by the Vendor and 1% of all service charges excluding the cost of drugs provided by Vendor. The administrative fee must be paid as soon as is reasonable after the end of each month, but no later than 30 calendar days after the end of the month. Payments must be sent to Financial Management and Reporting - MMCAP, 50 Sherburne Avenue, Suite 309, St. Paul, MN 55155. The Vendor must submit a monthly Administrative Fee Data Report.

The monthly Administrative Fee Data Report must contain the fields detailed in Appendix 1. All Administrative Fee Data Reports must be sent to: MN.MMCAP@state.mn.us at the end of each month, but no later than 30 days after the end of the month. Failure to comply with this

provision may constitute breach of this Contract. MMCAP reserves the right to collect interest on payments 30 days past due at a rate consistent with Minnesota Statutes Section 16D.13.

Administrative Fee Data Report fields are detailed in Appendix 1 and submission rules governed by section 2.10

In the event the Vendor is delinquent in any undisputed administrative fees, MMCAP reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

8 Authorized Agent

MMCAP's Authorized Representative is the MMCAP Managing Director, Department of Administration, 50 Sherburne Avenue, St. Paul, MN 55155. The Vendor's Authorized Agent is Ellen H. Yankellow, President & CEO, 1352 Charwood Road, Suite C, Hanover, MD 21076

9 Assignment, Amendments, Waiver, and Contract Complete

- 9.1 *Assignment.* Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed Assignment Agreement.
- 9.2 *Amendments.* Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- 9.3 *Waiver.* If either party fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 9.4 *Contract Complete.* This Contract contains all negotiations and agreements between MMCAP and the Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

10 Liability

The Vendor must indemnify, save, and hold MMCAP, MMCAP Participating Facilities, including their agents, and employees harmless from any and all claims or causes of action, including attorneys' fees incurred by MMCAP, arising out of the performance of this Contract. Nothing herein, whether express or implied, may be deemed to create an obligation on the part of the State of Minnesota or MMCAP to indemnify, defend, hold harmless or release the Vendor, Vendor's subcontractors, or Vendor's agents. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP is not permitted to indemnify the Vendor.

11 State Audits

Under Minnesota Statutes Section 16C.05, subdivision 5, books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract are subject to examination by the State of Minnesota, including its MMCAP program, and/or the Minnesota

State Auditor or Minnesota Legislative Auditor, as appropriate, for a minimum of six years for the end of this Contract. This clause extends to MMCAP Members as it relates to business conducted with and sales to that MMCAP Member. The State of Minnesota reserves the right to authorize delegate(s) to audit this Contract and transactions.

12 Government Data Practices and Intellectual Property

12.1 Government Data Practices

The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MMCAP under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 13, by either the Vendor or MMCAP.

If the Vendor receives a request to release the data referred to in this section, the Vendor must immediately notify MMCAP, and consult with MMCAP as to how the Vendor should respond to the request. The Vendor's response to the request will comply with applicable law.

The Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Vendor subcontracts any of the work to be performed under the Contract, the Vendor shall retain responsibility under the terms of this paragraph for such work.

12.2 Intellectual Property

The Vendor warrants that any materials or products provided or produced by the Vendor or utilized in the performance of this Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against MMCAP, MMCAP will promptly notify the Vendor.

If such a claim of infringement has occurred, or in the Vendor's opinion is likely to occur, the Vendor must either procure for MMCAP the right to continue using the material or product or replace or modify materials or products. If an option satisfactory to MMCAP is not reasonably available, MMCAP will return the materials or products to the Vendor, upon written request of the Vendor, and at the Vendor's expense.

13 Publicity and Endorsement

13.1 Publicity

Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or

any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

13.2 Marketing

Any direct advertising, marketing, or direct offers with MMCAP Member must be approved by MMCAP. Materials should be sent to: MMCAP.Contracts@state.mn.us. Violation of this Section may be cause for immediate cancellation of this Contract and/or MMCAP may reject any proposal submitted by the Vendor in any subsequent solicitations for pharmaceutical and related products.

13.3 Endorsement

The Vendor must not claim that MMCAP endorses its products or services.

14 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Contract are clearly inconsistent therewith, this Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this Contract entails delivery or performance of services, such services will be deemed "goods" within the meaning of the UCC except when to do so is unreasonable.

15 Antitrust

The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

16 Force Majeure

Neither party to this Contract will be held responsible for delay or default caused by fire, riot, war, or acts of God.

17 Severability

If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions; if the remainder of this Contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.

18 Default and Remedies

Either of the following constitutes cause to declare the Contract or any order under this Contract in default:

- (a) Nonperformance of contractual requirements, or
- (b) A material breach of any term or condition of this Contract.

Written notice of default must be made via certified mail to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The defaulting party receiving such notice shall have thirty (30) days from the receipt of such notice to cure the default(s). The party alleging the nonperformance of contractual requirements or material breach will cooperate fully with the other party's efforts to cure the occurrence during the cure period. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.

If the default remains after the opportunity for cure, the non-defaulting party may terminate the Contract or any portion thereof, including any orders issued against the Contract. This remedy shall be in addition to any remedy provided by law or equity.

19 Certifications

19.1 Debarment and Suspension Certification

Vendor warrants and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any MMCAP Member Facility; and has not been convicted of a criminal offense related to the subject of this Contract. Vendor further warrants that it will provide immediate written notice to the MMCAP Authorized Representative if this certification changes at any time.

19.2 Compliance with Law

Any and all services, articles or equipment offered and furnished shall comply fully with all state and federal laws and regulations, including Minnesota Statutes Section 181.59 and Minnesota Statutes Chapter 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.

19.3 DSCSA

Vendor is in compliance with all currently applicable sections of the Drug Quality and Security Act Title II.

19.4 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all amendments, is \$50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

20 Data Disclosure

In the event MMCAP obtains the Vendor's Federal Tax Identification Number, the Vendor consents to disclosure of its federal employer tax identification number to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota and other MMCAP Participating Facility obligations. These identification numbers may be used in the enforcement of federal and State of Minnesota laws that could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

21 Insurance Requirements

21.1 Vendor must maintain the following insurance (or a comparable program of self-insurance) in force and effect throughout the term of the Contract.

21.2 Vendor is required to maintain and furnish satisfactory evidence of the following insurance (or of their program of self-insurance):

Commercial General Liability Insurance: Vendor will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Contract.

Insurance minimum limits are as follows:

\$5,000,000 – per occurrence

\$5,000,000 – annual aggregate

\$5,000,000 – annual aggregate – Products/Completed Operations

Workers' Compensation Insurance: Vendor will provide Workers' Compensation insurance at statutory minimums for all its employees, in case any work is subcontracted, Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the same:

Insurance minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

Commercial Automobile Liability Insurance: Auto Liability insurance is not necessary unless the Vendor, Vendor's employees, or subcontractors will be driving on state property or on the property of MMCAP Members or will be using, owned, hired, or non-owned vehicles to conduct business on behalf of MMCAP.

Vendor will maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this

Contract, and in case any work is subcontracted the Vendor will require the subcontractor to maintain Commercial Automobile Liability insurance.

Insurance **minimum** limits are as follows:

\$2,000,000 per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

The following coverages must be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

MMCAP named as an Additional Insured

21.3 **Additional Insurance Conditions:**

- Vendor's policy(ies) must be primary insurance to any other valid and collectible insurance available to MMCAP with respect to any claim arising out of Vendor's performance under this Contract;
- If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor will notify MMCAP within 5 business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days' advance written notice to MMCAP;
- Vendor is responsible for payment of Contract related insurance premiums and deductibles;
- If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) will include legal defense fees in addition to its liability policy limits;
- Vendor will obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Contract.

21.4 MMCAP reserves the right to immediately terminate the Contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP, and copies of policies must be submitted to MMCAP's authorized representative upon written request.

22 **Affirmative Action**

Affirmative action requirements are for contracts in excess of \$100,000 and if Vendor has more than 40 full-time employees in Minnesota or its principal place of business. The State of Minnesota intends to carry out its responsibility for requiring affirmative action by its vendors.

22.1 **Covered contracts and Vendors**

If the Contract exceeds \$100,000 and Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the

state where it has its principal place of business, then Vendor must comply with the requirements of Minnesota Statutes Section 363A.36 and Minnesota Rules 5000.3400-5000.3600. If Vendor is covered by Minnesota Statutes Section 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, it must certify that it is in compliance with federal affirmative action requirements.

22.2 Minnesota Statutes Section 363A.36

Minnesota Statutes Section 363A.36 requires Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

22.3 Minnesota Rules 5000.3400-5000.3600

- (a) *General.* Minnesota Rules 5000.3400-5000.3600 implements Minnesota Statutes Section 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules 5000.3400-5000.3600 including, but not limited to, Minnesota Rules 5000.3420-5000.3500 and 5000.3552-5000.3559.
- (b) *Disabled Workers.* Vendor must comply with the following affirmative action requirements for disabled workers.
 - (1) Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of Vendor's noncompliance with the requirements of this article, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- (5) Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Vendor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (c) *Consequences.* The consequences for Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State of Minnesota.
- (d) *Certification.* Vendor hereby certifies that it is in compliance with the requirements of Minnesota Statute Section 363A.36 and Minnesota Rules 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

23 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

Vendor certifies that it and all its subcontractors have implemented the federal E-Verify program for all newly hired employees in the United States who will perform work under this Contract. All subcontractor certifications must be kept on file with Vendor and made available to MMCAP upon request.

24 Cancellation

With cause:

MMCAP or Vendor may cancel this Contract at any time, with cause, upon 60 days' written notice to the other party. Termination must be made via certified mail to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The defaulting party receiving such notice shall have thirty (30) days from the receipt of such notice to cure the default(s). The party alleging the material breach will cooperate fully with the other party's efforts to cure the material breach during the cure period. If after the thirty (30) day period it is determined that the default(s) has not been cured then the contract can be terminated thirty (30) days after notification of failure to cure.

Without cause:

MMCAP or Vendor may cancel this Contract at any time, without cause, upon 60 days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined in a pro rata basis, for work or services satisfactorily performed or Products supplied through the Contract cancellation date.

1. Correct Rx Pharmacy Services, Inc.

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Ellen H. Yankellow
Ellen H. Yankellow
Title: President & CEO

Date: November 27, 2017

By: _____

Title: _____

Date: _____

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: R. Turbow, PharmD, BCPS
Title: Pharmacist Sr.
Date: 11-29-17

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: L. VandAard
Title: SRA-C
Date: 11/29/2017



(Please print legibly using blue or black ink)

Date of site visit: _____

Is security clearance needed to access facility? _____ Yes _____ No
If yes, what information is required? _____

Site visit completed by: _____
Correct Rx Employee Facility Representative

In-service Training: Date: _____ Time: _____
of attendees: _____

I. Facility Information

Facility Name: _____

Unit: _____

Address: _____

Main Phone/Fax #: _____

Medical Phone/Fax #: _____

Email address to send shipment notifications and/or general
announcements: _____

of Beds: _____ Average Stay: _____ % on medications _____

Medications are delivered by: _____ UPS _____ FedEx

Normal receiving hours of operation

How late can you receive deliveries?

Do you get a Saturday delivery? _____ Yes _____ No

Desired delivery location for Medical shipments (if different from normal receiving procedure)

Does this site have an existing Daily Pick up with UPS? _____ Yes _____ No

II. Staff Information
Confidential / Proprietary

Correct Rx Pharmacy Services, Inc.
Start Up Information Questionnaire

Regional Administrator: _____ Phone#: _____
Health Administrator: _____ Phone#: _____
Director of Nursing: _____ Phone#: _____
Pharmacy Coordinator: _____ Phone#: _____

II. Staff Information (cont.)

Other Contacts: _____ Phone#: _____
_____ Phone#: _____
_____ Phone#: _____

Prescribers (Specify MD, DO, etc.)

1	_____	DEA#	_____	NPI#	_____	St License #	_____
2	_____	DEA#	_____	NPI#	_____	St License #	_____
3	_____	DEA#	_____	NPI#	_____	St License #	_____
4	_____	DEA#	_____	NPI#	_____	St License #	_____
5	_____	DEA#	_____	NPI#	_____	St License #	_____
6	_____	DEA#	_____	NPI#	_____	St License #	_____
7	_____	DEA#	_____	NPI#	_____	St License #	_____
8	_____	DEA#	_____	NPI#	_____	St License #	_____

III. Client Information (Check all that apply)

Gender: Male _____ Female _____
Population: County _____ State _____
Federal _____ ICE _____

Identification (i.e: d.o.b., ss#, numeric, alpha, etc.)

County _____ State _____
Federal _____ ICE _____

IV. Billing Information (i.e.: by facility or to headquarters)

County

Invoices are delivered to:

Name:

Address:

City, State, Zip:

How many copies?

IV. Billing Information (cont.)

State (if applicable)

Invoices are delivered to:

Name:

Address:

City, State, Zip:

How many copies?

Federal (if applicable)

Invoices are delivered to:

Name:

Address:

City, State, Zip:

How many copies?

ICE (if applicable)

Invoices are delivered to:

Name:

Address:

City, State, Zip:

How many copies?

Do you accept any third party prescription coverage plans? _____ Yes _____ No

If yes, specify.

If you have a third party payer, such as USMS or ICE, does your pharmacy send OTCs that are not covered by insurance? _____ Yes _____ No

Fax Machine

_____ Yes
_____ No

Owned by: _____
Do you need to dial "9" for outside line? _____

Fax Number: _____
Fax Number to receive fax verification if different than above: _____

Medication Carts

_____ Yes
_____ No

Quantity _____ Owned by: _____
Number needed: _____

Do you need divider cards? _____ Yes _____
_____ No _____ Quantity: _____

V. Equipment (cont.)

Computer Availability

_____ Yes
_____ No

Internet Access _____ Yes _____ No
Location of Computer: _____

Blister Card Boxes

_____ Yes _____
_____ No _____ Quantity: _____

VI. Facility Requirements

Current Fax Cut Off Times

New Orders

Refill Orders

Monday - Friday _____ Monday - Friday _____
Saturday _____ Saturday _____
Sunday _____ Sunday _____

Formulary

Do you enforce the formulary? _____ Yes _____ No

What formulary do you use? _____

Please forward a copy to hsc0@correctrxpharmacy.com

Who is authorized to sign a nonformulary request? _____

Medication Packaging

Do you currently use blister cards? _____ Yes _____ No

How many days supply for chronic medications? _____

Quantity Limits

Chronic Medications	_____ 30	_____ 60	_____ 90
Narcotics	_____ 30	_____ 60	_____ 90

Medication Administration Records (MARs)

Fax a copy of current MAR to Correct Rx.

Do you get preprinted MARs? _____ Yes _____ No

What date do you want your MARs each month? _____

Do you print MAR labels at the facility? _____ Yes _____ No

If Yes, how many label printers are currently in use at the facility? _____

VI. Facility Requirements (cont.)

Physician Order Form

Do you transcribe orders, fax physician order sheet or utilize an electronic order entry system? _____

Do you have an EHR system? Does it have an eMAR?

What is the name of your system?

Does your system have an electronic interface for transmitting orders?

VII. Medication Administration

How many times a day do you pass medications? _____

Do the Clients come to a pill line or do you take the cart to them? _____

Keep on Person (KOP) Program

Do you have a KOP Program? _____ Yes _____ No

Do you need those medications identified in the direction line? _____

Prescriber Cards

Do you use Prescriber Cards? _____ Yes _____ No

Please list medications. _____

Discharge Meds

Are discharge meds ordered from the pharmacy? _____

How many days? _____

Detox Meds _____ Yes _____ No

If yes, please forward a copy of your protocols to Joseph A. DeMino, VP Operations.

Email: jdemino@correctrxpharmacy.com Fax: 443-557-0333

Medical Supplies

Please list your medical supply vendor.

VIII. 1. Are the following categories of medications given from stock or patient specific?
If both indicate.

Pt. Specific	Stock	Both	
			AIDS Meds
			Controls
			Detox Meds
			Discharge Meds
			Fluphenazine Decanoate
			Haloperidol Decanoate
			INH & B6 Combination
			Insulin
			IVs
			Maalox
			Nebulizer TX
			Nitrostat
			OTC
			Podophyllin
			Psch Liquids
			Psychotropics

2. Do you require a record system to document medications administered from stock?

3. What additional rules do you have regarding stock? e.g. stock in bottles only

IX. Ancillary Services

1. Back up emergency pharmacy

Name _____

Address _____

Phone _____ Fax _____

Contact Person _____

IX. Ancillary Services (cont.)

2. Consultant Pharmacist

Do you currently have a local consultant pharmacist?

How often does he/she come? _____

Please identify:

Name _____

Address _____

Phone _____

X. Special Requirements

If you have any special requirements not listed on this form please specify in detail.



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

This Member-requested Participation Agreement (MPA) is by and among:

CORRECT RX PHARMACY SERVICES, INC. (CONTRACTOR)

AND

**STATE OF OREGON
ACTING THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES,
PROCUREMENT SERVICES (STATE OF OREGON)**

and amends Contract MMS17015 pursuant to Section 6.3 Member Required Participating Addenda, and adds additional terms to the Agreement between MMCAP and Contractor to include the terms set forth herein.

The terms of this MPA are entered into by and between Vendor and the State of Oregon. Neither the Minnesota Multistate Contracting Alliance for Pharmacy (“MMCAP”) nor the State of Minnesota are bound by the terms herein. MMCAP and the State of Minnesota, as a party to the Original Contract, execute this MPA only to signify its approval of the content of this MPA.

Term: This MPA is effective upon final signature, and expires upon the expiration of MMCAP’s contract with Correct Rx Pharmacy Services, Inc. (“Vendor”) or by any party upon 30 days’ written notice to the other parties to this MPA listed below.

Scope: State of Oregon desires to access the MMCAP agreement to provide contract Prescription Filling Services MMS17015 which is incorporated into this MPA by reference.

Contacts and Notice:

State of Oregon:	Correct Rx Pharmacy Services, Inc.	MMCAP
Lori Doke State Procurement Analyst 1225 Ferry St. SE, U140 Salem, Oregon 97301-4285 503-373-1566 Lori.Doke@oregon.gov	Ellen Yankellow, PharmD President and CEO Correct Rx Pharmacy Services, Inc. 1352 Charwood Road, Suite C Hanover, MD 21076 EYankellow@correctrxpharmacy.com	MMCAP Managing Director State of Minnesota, MMCAP Program 50 Sherburne Avenue, Suite 112 St. Paul, MN 55155 651-201-2420 MN.Multistate@state.mn.us

Additional Terms:

The following terms and conditions apply solely to the performance of Correct Rx Pharmacy Services, Inc. and the State of Oregon. These terms will be enforced by the State of Oregon.



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

- 1.0 **Definitions.** The following terms have the meanings set forth below. Capitalized terms not defined in this MPA have the meaning ascribed to them in the Contract MMS17015 and its exhibits.
- 1.1 “Authorized Purchaser” means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor and is also an MMCAP member.
- 1.2 “ORCPP” means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State of Oregon.
- 1.3 “Purchase Order” means the hard copy or electronic ordering document submitted to Contractor by an Authorized Purchaser that incorporates this MPA by reference and specifies the quantity and type of goods or services that Contractor will provide to the Authorized Purchaser under the terms of this MPA.

2.0 **Terms; Purchase Orders.**

- 2.1 **Purchase Orders.** Authorized Purchasers shall complete the MMCAP Facilities Membership Application, obtained from the State of Oregon Contract Administrator and submit it as required. Upon membership approval by the State of Oregon and MMCAP, Authorized Purchasers may purchase goods and services by submitting Purchase Orders to the Contractor. Contractor will not accept Purchase Orders for or sell, under this MPA, any services or goods that are not identified in Contract MMS17015.
- 2.2 **Effect of Purchase Orders.** The State of Oregon is only liable for purchases made by State of Oregon agencies under the Purchase Orders that such State of Oregon agencies issue. Other Authorized Purchasers are responsible for any purchases under Purchase Orders they issue. The State of Oregon expressly disclaims any liability for purchases made by non-State of Oregon agency Authorized Purchasers or any other entity.

Contractor must look solely to the Authorized Purchaser for payments related to Purchase Orders issued by that Authorized Purchaser.

- 2.3 **Purchase Order Documents.** Authorized Purchasers may use their own forms for Purchase Orders. To the extent that the terms of any form differ from the terms of this MPA, the terms of this MPA supersede such contrary terms. Each Purchase Order must contain the following language:

THIS PURCHASE IS PLACED AGAINST CONTRACT MMS17015. THE TERMS AND CONDITIONS OF THE CONTRACT MMS17015 AND STATE OF OREGON #8522 APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

- 3.0 Payment Provisions.** Payment is due within 30 days of the Authorized Purchaser's acceptance of goods or services provided under a Purchase Order or the date the invoice is received, whichever is later, provided, however, that Contractor may not assess any late fee until 45 days after Authorized Purchaser's receipt of the invoice. Payments are subject to ORS 293.462.
- 4.0 Funds available and authorized/non-appropriation.** If Authorized Purchaser is a State of Oregon agency, the following applies: By submitting a Purchase Order that calls for delivery in the Authorized Purchaser's then current budgetary period, the Authorized Purchaser represents it has sufficient funds available and authorized for expenditure to finance the costs of the Purchase Order. An Authorized Purchaser's payment of amounts under a Purchase Order attributable to goods delivered or services performed after the last day of the budgetary period in which the Authorized Purchaser issues the Purchase Order is contingent on the Authorized Purchaser receiving from the Oregon Legislative Assembly or other appropriating authority, appropriations, limitations or other expenditure authority sufficient to allow the Authorized Purchaser, in the exercise of its reasonable administrative discretion, to pay for the goods or services described in the Purchase Order.
- 5.0 Representations and Warranties.** Without limiting the generality of the warranty provisions of Contract MMS17015, Contractor represents and warrants to Authorized Purchaser that Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State or Oregon, and that Contractor has the power and authority to enter into and perform this MPA and that this MPA, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms.
- 6.0 Application of Public Records and Trade Secrets Law.** Contractor acknowledges that any disclosures Contractor makes to Authorized Purchaser under this MPA are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.001 through 192.868, and of ORS 646.461 through 646.475.
- 7.0 Governing Law and Venue.** The laws and regulations of the State of Oregon will govern the rights of the Contractor and the State of Oregon and Authorized Purchasers regarding transactions performed under this MPA, and any disputes hereunder. Any action between the Contractor and the State of Oregon and Authorized Purchaser relating to transactions under this MPA must be brought in the Circuit Court of Marion County for the State of Oregon; however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon.

Notwithstanding any provision in this MPA or MMCAP Contract MMS17015 to the contrary, no claim or action of any kind arising from the Agreement may be brought by Contractor, the State of Oregon, or Authorized Purchasers against MMCAP in the State of Oregon.



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

- 8.0 Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this MPA, Contractor will promptly provide to the Oregon Department of Revenue (DOR) all information required by DOR relative to the Contract. An Authorized Purchaser may withhold final payment under a Purchase Order until Contractor has provided the DOR with the required information.
- 9.0 Insurance.** Within 15 days of execution of this MPA, the Contractor must provide proof that the following additional insurance requirements have been met. No Purchase Orders may be placed or accepted until proof is provided that these requirements have been met.
- 9.1 Worker's Compensation.** All employers, including Contractor, that employ subject workers who work under this MPA in the state of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor will ensure that each of its subcontractors complies with these requirements.
- 9.2 Tail Insurance.** If any required insurance policy is a "claims-made" policy, then such claims made policy must be kept in force for not less than three (3) years immediately following termination or expiration of the Agreement. Alternatively, Contractor, shall purchase a three year "tail" policy with prior acts coverage including the same or broader coverage for any claim arising from the Term of this Agreement. The failure to provide certificates of insurance to Authorized Purchasers upon request will not release Contractor in any manner from any liability arising under this Agreement.
- The limits required under this Agreement can be satisfied through any combination of primary and umbrella/excess insurance.
- Correct Rx Pharmacy Services, Inc.'s self-insurance, as evidenced by a Certificate of Self Insurance for the required amounts, is deemed to satisfy all insurance requirements in this Agreement.
- 9.3 Additional Insured.** The Commercial General Liability insurance required under Contract MMS17015 shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this MPA. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Contractor shall provide certificate of insurance showing Additional Insureds to State of Oregon within two (2) weeks of effective date of this MPA.
- 9.4 Notice of Cancellation or Change.** Contractor shall immediately notify the State of Oregon Contact of any change in insurance coverage.



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

10.0 Compliance with Applicable Law.

10.1 Compliance with Law Generally. State of Oregon's performance under this MPA is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.045, 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

10.2 Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this MPA, including the procurement process relating to this MPA that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this MPA, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this MPA. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or Agency under this MPA or any other provision of law.

10.3 Tax Compliance. Contractor must comply with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the duration of this MPA and any extensions, comply with all tax laws of the State of Oregon and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor under this MPA; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

10.3.1 Any failure to comply with the provisions of this subsection or sections 5 or 11 constitutes a material breach of this MPA. Any failure to comply entitles State of Oregon to terminate this MPA, to pursue and recover any and all damages that arise from the breach and the termination of this MPA, and to pursue any or all of the remedies available under this MPA, at law, or in equity, including but not limited to:

- a. Termination of this MPA, in whole or in part;
- b. Exercise of the right of setoff, or garnishment if applicable, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State of Oregon's setoff right, without penalty; and



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Agency may recover any and all damages suffered as the result of Contractor's breach of this MPA, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services and applications.

10.3.2 This MPA will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this MPA or (ii) exercising a right of setoff against Contractor's compensation under this MPA for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

10.4 Non-Discrimination in Employment. Contractor certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class.¹ Contractor agrees, as a material term of the MPA, to maintain the policy and practice in force during the entire MPA term.

10.5 Contractor Information and Certification Sheet and Responsibility Inquiry Form. Contractor shall complete and submit the Contractor Information and Certification Sheet attached as Exhibit A and the Responsibility Inquiry form attached as Exhibit B.

11.0 Tax Certification. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

11.1 The number shown on this form is Contractor's correct taxpayer identification (provide at least one of the following numbers):

11.1.1 Federal Tax Number: 75-3111495

¹ Subsection (1)(b) of ORS 279A.112 defines the term "protected class":

(b) "Protected class" means a group of people that state or federal law protects from employment discrimination including, but not limited to, a group in which membership depends on an ascribed association or identification, or an individual's voluntary association or identification with other individuals, on the basis of one or more of these characteristics:

- (A) Race, color or ethnicity;
- (B) National origin;
- (C) Sex;
- (D) Gender, including actual or perceived gender identity;
- (E) Sexual orientation;
- (F) Disability;
- (G) Age;
- (H) Marital status; or
- (I) Religion.



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

- 11.1.2 Oregon Tax Number N/A
- 11.2 Contractor is not subject to backup withholding because:
- 11.2.1 Contractor is exempt from backup withholding.
- 11.2.2 Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
- 11.2.3 The IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- 11.3 S/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes,
- 11.4 For a period of no fewer than six calendar years preceding the Effective Date of this MPA, Contractor faithfully has complied with:
- 11.4.1 All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- 11.4.2 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- 11.4.3 Any tax provisions imposed by a political subdivision of the State of Oregon that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- 11.4.4 Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 12.0 **Order of Precedence.** In the event of any conflict between this MPA and its Exhibits, Contract MMS17015, and Amendments and Attachments to Contract MMS17015, the conflict will be resolved in that order.

This document includes all discussions and negotiations of the parties related to the State of Oregon and the parties agree to be bound.

Signatures on following page



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

EXHIBIT A — CONTRACTOR INFORMATION AND CERTIFICATION SHEET

Legal Name of Contractor: Correct Rx Pharmacy Services, Inc.

Address: 1352 Charwood Road, Suite C City, State, Zip: Hanover, Maryland 21076

State of Incorporation: Maryland Entity Type: S Corporation

Contact Name: Ellen H. Yankellow, PharmD Telephone: (443) 557-0100 Email: eyankellow@correctrxpharmacy.com

Oregon Business Registry Number (if required): 785328-93

Any individual signing below hereby certifies they are an authorized representative of Contractor and that:

1. Contractor understands and accepts the requirements of this Member-requested Participation Agreement (MPA). By executing this MPA, Contractor agrees to be bound by the MMCAP Agreement and this MPA.
2. I have knowledge regarding Contractor's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Contractor is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
3. Contractor does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Contractor does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
4. Contractor certifies that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the MPA, to maintain the policy and practice in force during the entire MPA term.
5. Contractor and Contractor's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/SAM/#1>



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

BY AND BETWEEN:

1. *Correct Rx Pharmacy Services, Inc.*

By: Elton H. Sambellone

Date: September 10, 2018

Title: President and CEO

2. *State of Oregon, acting by and through the Department of Administrative Services, Procurement Services*

Signature: Lori Duke

Date: 9/25/2018

Printed Name: Lori Duke

Title: State Procurement Analyst

Approved pursuant to ORS 291.047

By: *Oregon Department of Justice*

Approved by *Jill Bonnin* Assistant Attorney General, via email on *June 26, 2018* Approval on file,

IN AN APPROVAL CAPACITY ONLY:

3. *State of Minnesota for MMAP*

In accordance with Minn. Stat. § 16C.03, subd. 3

By: Signature: [Handwritten Signature] PharmD, BCPS

Date: 9-28-18

4. *Commissioner of Administration*

In accordance with Minn. Stat. § 16C.05, subd. 2

By: [Handwritten Signature]

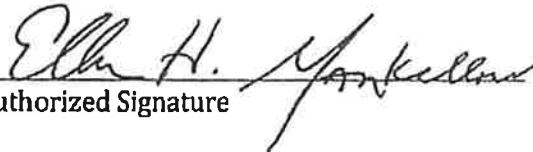
Date: 10/1/2018



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

6. Contractor certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Contractor, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the MPA. If any changes occur with respect to Contractor's status regarding conflict of interest, Contractor shall promptly notify the State in writing.
7. Contractor certifies that all contents of the MPA and this Information and Certification Sheet, are truthful and accurate and have been prepared independently from all other Contractors, and without collusion, fraud, or other dishonesty.
8. Contractor understands that any statement or representation it makes, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under the MPA or the MMCAP Agreement being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
9. Contractor acknowledges these certifications are in addition to any certifications required in the MMCAP Agreement and MPA.


Authorized Signature

September 10, 2018
Date

Ellen H. Yankellow, PharmD, President and CEO
(Print Name and Title)



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

EXHIBIT B - RESPONSIBILITY INQUIRY

State of Oregon will determine responsibility of a Contractor upon execution of this Member-requested Participation Agreement. In addition to this form, State of Oregon may notify Contractor of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in a State of Oregon finding of non-responsibility and termination of this MPA.

1. Does Contractor have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Contractor to meet all contractual responsibilities? YES / NO .
2. Within the last five years, how many contracts of a similar nature has Contractor completed that, to the extent that the costs associated with and time available to perform the contract remained within Contractor's control, Contractor stayed within the time and budget allotted, and there were no contract claims by any party? Number: 120

How many contracts did not meet those standards? Number: 0 If any, please explain.

Response:

3. Within the last three years has Contractor (incl. a partner or shareholder owning 10% or more of Contractor's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:
 - obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,
 - violation of federal or state antitrust statutes relating to the submission of bids or proposals, or
 - embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? YES / NO .

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:



MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS17015 – Attachment C-1

4. Within the last three years, has Contractor had:

- any contracts terminated for default by any government agency, or
- any lawsuits filed against it by creditors or involving contract disputes? YES / NO .

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

5. Does Contractor have any outstanding or pending judgments against it? YES / NO .

Is Contractor experiencing financial distress or having difficulty securing financing? YES / NO .

Does Contractor have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? YES / NO

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

6. Within the last three years, has Contractor filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES / NO .

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. Does Contractor have all required licenses, insurance and/or registrations, if any, and is Contractor legally authorized to do business in the State of Oregon? YES / NO .

If "NO," please explain.

Response:

8. Pay Equity Certificate. This certificate is required if Contractor employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. Does a current authorized representative of Contractor possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? YES / NO / N/A .



MEMBER-REQUESTED PARTICIPATION AGREEMENT

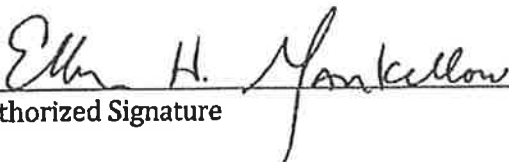
MMS17015 – Attachment C-1

Response:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Contractor certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Contractor Name: Correct Rx Pharmacy Services, Inc.	MPA: MMCAP Agreement:
--	--------------------------

 Authorized Signature	September 10, 2018 Date
Ellen H. Yankellow, PharmD Print Name	President and CEO Title

AMENDMENT NO. 1 TO MMCAP CONTRACT NO. MMS18008

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and Concordance Healthcare Solutions LLC, 3901 West 34th Street N, Sioux Falls, SD 57107 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS18008 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment
(EG)

Article 4, clause 1 has been deleted in its entirety, and replaced by the following::

"1. Contract Effective Date

April 9, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. The Vendor must not begin work under this contract, nor make its pricing, Products, Services, or any benefit available until this contract is fully executed and the Vendor has been notified by the State's Authorized Representative to begin the work. The Commencement Date will be June 11, 2018, unless a different, mutually agreeable Commencement Date is determined."

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. CONCORDANCE HEALTHCARE SOLUTIONS LLC

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Kerly Hart
Title: Vice President
Date: 5/18/2018

2. STATE OF MINNESOTA FOR MMCAP
In accordance with Minn. Stat. § 16C.03, subd. 3

By: John A. Kessler
Title: AMS
Date: 5/21/2018

3. COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. § 16C.05, subd. 2

By: Lisa Vanda-Plante
Title: SPA-C
Date: 5/21/2018

AMENDMENT NO. 2 TO MMCAP INFUSE CONTRACT NO. 17015

THIS AMENDMENT NO. 2 ("Amendment") is entered into on the date all required signatures are obtained for this document by and between the State of Minnesota acting through its Commissioner of Administration ("Minnesota") on behalf of the MMCAP Infuse ("MMCAP Infuse") and Correct Rx Pharmacy Services, Inc., a corporation with an address of 1352 Charwood Road, Suite C, Hanover, MD 21076 ("Vendor").

RECITALS

WHEREAS, MMCAP Infuse and Vendor entered into MMS17015 on December 1, 2017 ("Original Contract");

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Original Contract and have agreed to amend the Original Contract to reflect said changes;

WHEREAS, besides the terms and conditions of the Original Contract amended in this Amendment, the Original Contract remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Original Contract shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Original Contract and Amendment shall be read together as one document. Any capitalized terms used in Amendment that are defined in the Original Contract will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Original Contract and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Original Contract will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

Revision 1: Effective when signed, Section 1.2 of the Original Contract will be revised to the following:

1.2 Expiration date:

October 31, ~~2019~~ 2021, or as cancelled pursuant to Section 24. This Contract may be extended up to ~~three~~ one additional ~~one-year~~ periods upon mutual agreement of both parties.

Except as herein amended, the provisions of the Original Contract between the parties are hereby expressly reaffirmed and remain in full force and effect.

VENDOR: Correct Rx Pharmacy Services, Inc.

The Vendor certifies that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: Ellen H. Yankellow, PharmD
Signature: *Ellen H. Yankellow*
Title: President and CEO
Date: May 23, 2019

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. 16C.03, Subd.3

Name: *Jane B. Bell*
Signature: *Jane B. Bell*
Date: May 28, 2019

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. 16C, Subd. 2

Name: *Sara Turnbull*
Signature: *Sara Turnbull, PharmD, RCB*
Date: 5-28-19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION (VICARIOUS LIABILITY)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization (Additional Insured):

MARION COUNTY, ITS OFFICERS, EMPLOYEES AND AGENTS
100 HIGH ST NE
P.O. BOX 14500
SALEM, OR 97301-3640

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused by your acts or omissions.

B. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is amended to add the following:

Any insurance provided by this endorsement shall be primary to any other insurance available to the additional insured(s) shown in the Schedule except:

- a. As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance**; or
- b. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.