

Attachment A

1. Scope of Services

Contractor will provide the following services at the Siskiyou County Jail ("Facility):

a. Fill and Deliver Prescriptions

Contractor will fill all new and refill prescription items daily, Monday through Friday, and ship for next business day delivery to Facility. All prescription items transmitted by the order cut-off time of 2:00 PM Pacific Standard Time on the business day before the scheduled delivery days, will be delivered the next business day (holidays excluded), with the exception of Saturday. If Monday is a regular (non-holiday) delivery day, all prescriptions ordered before 11:00 AM Pacific Standard Time on Saturday, will be included in this shipment for the next working day (usually Monday) unless the Facility is notified otherwise. Shipping costs are included as part of our bid rate. Diamond utilizes a preferred shipping partner, if a common carrier other than our preferred shipping partner is requested, those costs for shipping will be billed as a pass-through charge. If medications are shipped to correctional institutions other than to Siskiyou County, those shipping costs will be a pass-through charge

Diamond Drugs, Inc. will be closed on six (6) holidays per year, as listed below:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor will notify County in advance of any changes in the schedule for ordering and/or delivery due to holidays. Facility should utilize onsite stock and/or the emergency pharmacy service during holiday closings.

b. Emergency Service

Contractor will provide Facility medical staff with an emergency phone number to contract the "on call" pharmacist in the event that the medical staff needs to consult with a pharmacist after normal business hours. The "on call" pharmacist will answer medication related questions and assist the medical staff in procedural issues.

c. Dispensing System Contractor will dispense all prescriptions via a "blister card" medication dispensing system. Patient specific medications are dispensed in 30-count blister cards with one unit per bubble. Stock and OTC stock medications can be dispensed in original manufacturer bottles, if requested. Non-oral solid stock medications are distributed as the individual purchase quantity.

d. Medication Quantities

Contractor shall dispense prescription items in quantities sufficient to provide medication for 30 doses initially and will adjust the quantity upward depending on the incarceration period of the inmate-patient. This is subject to the California Board of Pharmacy regulations and instructions of the prescribing practitioner. Maintenance medications will not be dispensed in a quantity to exceed a 30-day supply per dispensing.

e. Controlled Substances

Contractor shall provide all prescribed controlled substance medications in “blister pack” for easy accountability and will dispose of unused controlled substance medications, at no expense to County, if and when permitted by the local DEA field office, and in accordance with applicable State and Federal regulations. If the services of a reverse distributor become necessary for the disposition of controlled substance medications or other medications or drug devices, those charges will be that of the Facility at Facility’s expense through direct contract with the reverse distributor. If destruction is permitted by facility staff, charcoal activated disposal containers can be purchased from Contractor.

f. Starter Stock

If allowed by State regulations, Facility shall maintain a starter stock system at Facility. Items will be determined in consultation with the Facility’s Public Health Director and/or Director of Nursing, and/or Health Officer.

g. Emergency Medications

Facility shall maintain an emergency kit located at Facility if permitted by State regulations. Items in the emergency kit will be determined in consultation with the Facility’s Public Health Director, and/or Director of Nursing, and/or Health Officer.

h. Generic Medications

Contractor shall dispense all prescriptions generically, unless there is no generic substitute. All drugs will be obtained from manufacturers with an AB rating or better by the Federal Drug Administration.

i. Meetings & Inspections

Contractor shall conduct quarterly pharmaceutical and therapeutic committee meetings with medical staff at Facility via teleconference or webinar. An annual inspection of Facility’s medication room will be performed by Contractor at no cost to County or Facility. All other inspections will be billed as a pass-through cost for time and travel to the Facility or County and Facility or County will be provided original itemized receipts. These meetings and inspections meet the current standards for NCCHC, ACA, and AJA accreditation.

j. Medication Carts

INTENTIONALLY OMITTED

k. Ordering

Contractor will maintain and provide software access to Facility medical staff an electronic ordering and eMAR system. The system will eliminate the need for nursing staff to transcribe physicians' orders. Facility will provide a broadband connection, as well as a computer, laptop, EPCS tokens, or appropriate hardware, at its expense, for the operation of the system. For any pharmacy interfaces, including those for prescription transmission, with EMRs/EHRs other than Sapphire, or third-party vendors, Diamond will be responsible only for interface charges and programming required on Diamond's end of the interface. Interfacing costs with automated dispensing machines are outside the scope of this agreement and those costs will be a pass-through charge. Any transmission fees or submission fees or other fees and charges which are charged by another EHR/EMR, JMS company, switch company, or any other company not specific to the above will be billed as a pass-through charge.

l. Reports

Contractor will provide County with monthly reports on pharmaceutical usage.

m. Medication Administration Records (MARs)

Contractor will provide County with computer generated Medication Administration Records, to be delivered no later than the 27th day of each month for the following month on all inmate-patients who have prescribed medications if not utilizing an eMAR. Additionally, the electronic ordering system will enable Facility medical staff to print MARs onsite. If Siskiyou County implements a distribution model where greater than seventy-five percent of medications are distributed as stock, and if Diamond is required to provide monthly paper MARs, there will be a charge of one dollar and sixty-five cents per profiled order.

n. Medi-Cal Rx

- I. Contractor will maintain enrollment as a Medi-Cal Rx provider.
- II. Contractor will bill through the Medi-Cal Rx system for all medications and supplies prescribed to incarcerated Medi-Cal members. Claims paid by Medi-Cal Rx will be considered payment in full.
- III. Rejected claims will be resolved by Contractor when the source of the rejection is an issue with quantities or day of dispense. Rejected claims due to patient data errors, missing required diagnostic codes, denial of drug not covered, or other issue not resolvable by the Contractor will be forwarded to the County within one (1) business day. In the event of denial of drug not covered, the County may elect to have the medication dispensed by Contractor and invoiced to County.

- IV. Prior Authorizations will be completed by Contractor when resolvable by Contractor. When Prior Authorizations cannot be resolved by Contractor, Contractor will inform County within one (1) business day for completion by County staff.
- V. Release medications will be dispensed in vials when possible and noted as "Release" on the label. Contractor will provide vial tamper-evident seals.
- VI. County will maintain and transmit patient data and diagnostic codes with prescriptions as required for Medi-Cal Rx billing.

2. Compensation

- a. County agrees to pay any and all costs associated with the care of County inmates at Siskiyou County Jail as detailed in Attachment B. the Not to exceed total cost of Seven Hundred Seventy-Eight Thousand Five Hundred Dollars (\$778,500.00) for the term of the contract as specified by Fiscal Year (FY) as follows: FY 19/20 Forty-Two Thousand Five Hundred Dollars (\$42,500.00); FY 20/21 Ninety-Two Thousand Dollars (\$92,000.00); FY 21/22 Ninety-Two Thousand Dollars (\$92,000.00); FY 22/23 Ninety-Two Thousand Dollars (\$92,000.00); FY 23/24 Ninety-Two Thousand Dollars (\$92,000.00); FY 24/25 Ninety-Two Thousand Dollars (\$92,000.00); FY 25/26 Ninety-Two Thousand Dollars (\$92,000.00); FY 26/27 Ninety Two Thousand Dollars (\$92,000.00); and FY 27/28 NTE Ninety-Two Thousand Dollars (\$92,000.00).

- 1. Contractor offers credit on oral solid medications in full and partial blister cards returned at 100% of the actual acquisition cost of the medication at the time of dispensing, less a one dollar and forty-five cent processing fee per returned card, provided the medications:

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

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

Controlled-substance medications and open partial stock medications cannot be credited in accordance with federal regulations. Credit is issued on medications based upon the professional judgment of a Diamond pharmacist less a one dollar and forty-five cent processing fee per returned card. Credit

will not exceed the current market value per dose of medication eligible for return. Liquids, injectables, topicals, medications dispensed in vials, medications dispensed in strip packaging, and inhalers will not be eligible for credit. Oral solid medications returned in a sealed manufacturer's bottles will be eligible for credit in accordance with the aforementioned policy. Credit is provided on medications that Contractor keeps in stock and that can be re-dispensed prior to the returned medication expiring. Blister cards that are dispensed with half tablets or with more than one single unit per individual bubble of the blister card are not eligible for return. Oral solid medications dispensed as brand Medically Necessary or Dispense as Written will be credited at the acquisition cost of the generic equivalent. Returns received at Diamond during the term of the contract by the 15th day of each calendar month will be credited on the next invoice for that calendar month. Credit memos will be deducted from payment of the oldest outstanding invoices. Medications ineligible for credit will not be returned.

2. Contractor will invoice County at the end of each calendar month. Detailed invoices will be sent to County by the 5th working day of each month for services provided in the previous month. County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
3. If contract is continued, Shelly Davis, as the Public Health Division Director will be auditing all Pharmaceutical rates for the interim contract by and between Diamond Pharmacy Services and HHSA Public Health Division so as not to exceed the Seven Hundred Seventy-Eight Thousand Five Hundred Dollars (\$778,500.00) allotment for medication pricing.