### JAIL PHARMACEUTICAL SUPPLY AGREEMENT

This Jail Pharmaceutical Supply Agreement ("Agreement") dated as of March 1, 2016 between Correct Rx Pharmacy Services, Inc., a Maryland Corporation, doing business as Correct Rx Pharmacy Services, Inc., which is located at 1352 Charwood Road, Suite C, Hanover, MD 21076 ("Pharmacy") and the Board of Butler County Commissioners (the "Board") located at 315 High Street, 6<sup>th</sup> Floor, Hamilton, Ohio 45011 on behalf of the Butler County Sheriff ("Sheriff") and the Butler County Jail and any other Butler County Sheriff-operated Detention Facilities which may from time to time be added ("Facility").

#### Recitals

WHEREAS, the Board sought bids for Pharmacy Services for the Facility on behalf of the Sheriff in Contract No. 15-11-008; and

WHEREAS, Board Resolution No. 16-01-00249 indicates six bids were received on November 17, 2015 and referred to the Sheriff for his recommendation as to an award; and

**WHEREAS**, upon review Bids, the Sheriff, recommended an award to Correct Rx Pharmacy Services, Inc.; and

WHEREAS, the Butler County Prosecutor's Office reviewed the bid and information provided by Correct Rx Pharmacy Services, Inc. and by the Sheriff, and found it had no objection to the awarding of the Contract 15-11-008 to Correct Rx Pharmacy Services, Inc.;

#### **Agreement**

In consideration of recitals set forth above and the mutual promises, terms, conditions, and compensation set forth herein, the Board and the Pharmacy do agree that Butler County Contract 15-11-008 shall be and read as follows:

#### 1. Scope of Services.

The Pharmacy, the Board and the Sheriff agree to the following scope of services for this Agreement:

(A) The Pharmacy agrees to provide the Sheriff with medicinal substances, both prescription-based and over the counter, as the same are identified in Exhibit A for the inmates of the Facility at the prices set forth in Exhibit A including

discounts as there stated with \$2.65 per fill (not per blister card) dispensing fee. The Pharmacy and the Sheriff's medical staff agree that there shall be a standing policy to dispense generic equivalent substances in place of name brand substance unless the order is specifically noted "DISPENSE AS WRITTEN."

- (B) At no additional charge to the Board or Sheriff, the Pharmacy agrees to appoint a facility specific team for this Agreement. This team shall be responsible for and exercise general supervision over the Pharmacy's supplying of medicinal substances to the Sheriff for the Facility. The team members will always be an employee of Pharmacy, and not an independent contractor hired by Pharmacy and delegated this duty.
- (C) At no additional charge to the Board or Sheriff, the Pharmacy agrees to train the Sheriff's Facility physician(s) and medical staff, either in Hamilton, Ohio, or in Hanover, Maryland on the proper use and operation of its ordering system(s) in order to facilitate the timely presentation and filling of medicinal orders. Relatedly and at no additional charge, the Pharmacy will provide in-service training sessions taught by one of the consulting pharmacist upon, but not limited to, the following subjects; pharmacy regulations and procedures; adverse drug reactions; drug security; documentation and sanitation standards for medication administration; education on specific medication use and therapeutics; and other subjects as requested. After meeting with the Sheriff's medical director and identifying training needs, a representative of the Pharmacy will contact the Sheriff's medical staff and schedule appropriate training sessions.
- (D) At no additional charge to the Board or Sheriff, the Pharmacy agrees to establish mutually acceptable procedures for crediting the Board's account arising from returns and for invoice corrections.
- (E) At no additional charge to the Board or Sheriff, the Pharmacy also agrees to provide the Sheriff's Facility physician(s) and medical staff employees with training on a continuing basis in order for them to maintain competency in the performance of their duties and their interaction with the Pharmacy. At no additional charge to the Board or Sheriff, the Pharmacy also agrees to send a representative to Hamilton, Ohio to visit the Facility to monitor its compliance with applicable laws, regulations, and policies.
- (F) At no additional charge to the Board or Sheriff, the Pharmacy agrees to prepare or cause to be prepared under its supervision all medications ordered from the Pharmacy by the Sheriff's Facility physician(s) and if the Pharmacy has any questions or concerns about such physician orders, the Pharmacy alone shall be responsible for obtaining a response to such question or concern. The Facility staff shall not be responsible to perform this function.

- (G) The Pharmacy agrees to initially provide the Sheriff with a mutually agreed upon amount of stock supply of commonly utilized medications and controlled substances to be used on an emergency interim basis. As these supplies are used, the Sheriff shall advise the Pharmacy which shall replenish the same. It shall be the responsibility of the Sheriff's medical staff to ensure that any medication requiring refrigeration is refrigerated yet available for use when needed. It shall be the responsibility of the Sheriff's medical staff to inventory the emergency medications regularly to determine what supplies are expired or have been used so that they can be replenished for future use. The Pharmacy shall provide an emergency inventory form to be used by the Facility to inventory what supplies are needed, and communicate an order for replenishing supplies to the Pharmacy.
- (H) At no additional charge to the Board or Sheriff, the Pharmacy agrees to safely, lawfully, and properly destroy all non-narcotic medications left behind by Facility inmates and all out-of-date medications.
- (I) At no additional charge to the Board or Sheriff, the Pharmacy agrees to invoice third party agencies on behalf of Butler County Sheriff, including but not limited to Medicaid (and its subsidiaries), Immigration Customs Enforcement (ICE) and United States Marshal Service for medications supplied to contracted inmates.

### 2. Ordering, Delivery, Delivery Schedule, and Returns.

The Pharmacy agrees that the Facility physician(s) or medical staff may transmit electronically via CorrectTek, fax or via the internet orders to the Pharmacy on or before 4:00 p.m. EST Monday through Friday and such orders will be filled and delivered to the Facility within 24 hours excluding holidays. All prescriptions transmitted to Correct Rx before 1 pm on Saturday will be delivered on Monday. The Pharmacy shall use its best efforts to perform its work in compliance with the schedule set forth herein. When orders are entered into the Pharmacy's prescription management system, if the prescription is for a new Facility inmate, a new profile for that inmate will be added to its system. After sending an order to the Pharmacy's prescription management system, the Pharmacy will print labels for the ordered medication and the original prescription or refill order will be taken with the label to a sterile area for the filling of prescriptions. In order to further assist the Sheriff's medical staff in monitoring shipping, the Pharmacy agrees to provide the Facility with name of the delivery company and a tracking number for each shipment. Also, inside each box shipped a delivery sheet will be included listing all orders and the patients that are to receive the medications contained therein. At the time of delivery, the Facility will retain a copy of the itemized delivery receipt for invoice verification.

The packaging for all Orders filled by the Pharmacy for Facility inmate medical needs shall be individually labeled by the Pharmacy before shipment to the Facility with the following information clearly and legibly displayed on each container: (A) the name of

the drug or medicine and its potency with each distinct substance being separately bottled, (B) the quantity enclosed in the container, (C) the name of the inmates for which the order is being filled, (D) the name of the prescribing physician, (E) a unique prescription number on each container, (F) instructions for administration, (G) any necessary or legally required cautionary instructions which accompany the substance.

The Pharmacy agrees to deliver to the Facility any prescriptions and supplies daily, six (6) days per week, Monday through Saturday, with additional deliveries if an emergency arises. Saturday orders will be received at the Facility on Monday.

The Pharmacy also agrees to provide "Emergency service" or STAT delivery at no additional charge when the normal overnight procedure described above will not be adequate under the circumstances. The STAT service shall operate as follows: Pharmacy shall provide an on-call a staff pharmacist to the Facility on a 24 hour per day, seven day per week basis for STAT orders, as well as providing emergency backup services at times, other than routine working hours, as requested by the Facility.

The Pharmacy and Sheriff foresee that circumstances will from time to time arise in which an inmate or person already in the Facility, or a person recently taken into custody and brought to the Facility may require medical attention and medication, but because of the hour, the normal delivery process will not be sufficient to meet the emergency need. In order to provide for such "STAT service," the Pharmacy has contracted with two Pharmacy Benefits Managers to provide an extensive nationwide network to provide emergency needs. In order to institute STAT service, the medical staff of a Facility will call the Pharmacy Benefits Manager and indicate that a STAT order is needed. The Pharmacy will then immediately contact the Backup Pharmacy and order the necessary medications for the Facility on behalf of the Sheriff. The Sheriff will then retrieve the STAT order medications from the Backup Pharmacy at no charge to the Sheriff. The Pharmacy will receive the invoice for the STAT service from the Backup Pharmacy and then invoice the STAT service to the Facility during the next billing cycle. There shall be no additional charge to the Board or Sheriff for STAT deliveries.

If the Backup Pharmacy is unable, for any reason, to fill a STAT order in whole or in part, within two hours of the Pharmacy's receipt of it, (or when the Sheriff is unable to verify a fixed time for delivery within plus or minus 15 minutes of a time certain) the Sheriff's medical staff shall be entitled to secure a "cover supply" of medication sufficient to meet the emergency and may go to a secondary supplier (besides the Backup Pharmacy) to insure timely delivery of STAT medications. This action shall be known as securing a "cover" supply of medication. The cover supply supplier will invoice the Pharmacy directly for any cover medication it supplies and the Pharmacy will be responsible for any additional charges. Cover supply services shall be billed at the next regular billing.

The Pharmacy will provide the Facility with shipping labels that can be used to return

unused medications and a schedule for shipping returns will be established by mutual agreement. All shipping costs will be billed to the Pharmacy at no cost to the Sheriff. After receiving the returned original package of unused medication, the Pharmacy will issue credit. Credit amounts will appear on a subsequent invoice as credit. Packages of medications that are partially used are eligible for return credit, as long as the seal is not broken on the unused tablets or capsules. The credit applies to non-controlled tablets or capsules remaining in their original packaging, provided they are within ninety (90) days of expiration and have not been released to the inmate population.

The Pharmacy will package tablets and capsules individually in "unit of use" blister packs, with each medication sealed and labeled according to Physician prescription instructions. Prescriptions will be labeled according to the specifications of the Facility provided they are consistent with State and Federal requirements. Each medication will contain a duplicate peel-off label to expedite refill orders.

#### 3. Compensation to Pharmacy.

For its services to the Sheriff and Sheriff's Facilities, the Pharmacy shall be compensated as provided in Exhibit A which is attached hereto and made a part of this Agreement the same as if it were fully reprinted here and the Pharmacy agrees to pay:

- (a) all charges to cause the overnight delivery of orders; and,
- (b) all taxes, however designated, paid or payable by Pharmacy hereunder, including any income tax of Pharmacy. If any charges under this Agreement are exempt from sales or use tax liability, the Sheriff shall provide to Pharmacy, upon execution of this Agreement, evidence of tax exemption acceptable to the relevant taxing authority,
- (c) all costs associated with the two way interface with CorrecTek's patient health record system in the amount of \$4,000,
- (d) all costs associated with the Barcode Order Reconciliation Program equipment.

#### 4. Responsibilities of the Facility.

The Facility will:

- (A) Enter into a Business Associate Agreement with the Pharmacy so that it is lawfully afforded necessary access to confidential medical records of Facility inmates under the Health Insurance Portability and Accountability Act (HIPAA).
- (B) Afford the Pharmacy access to Facility inmate medical records to which an order pertains.
- (C) Implement and support reasonable policies, procedures, and recommendations of the Pharmacy for improving service for Facility inmates when they are consistent with and

further Facility operating policies.

(D) The Facility will provide the Pharmacy with necessary information in order for the Pharmacy to prudently perform its duties under the terms of this agreement. This information will be provided at time of admission and as changes occur.

#### 6. Term of this Agreement.

The term of this Agreement shall commence on March 1, 2016 and shall continue for a period of twenty-four (24) months. It may be extended for one successive twelve (12) month period upon mutual agreement to the same. If extensions are agreed upon, the Pharmacy will continue to honor the AWP discounts identified in Appendix A. Additionally, a temporary extension may be granted while competitive bids for a new term are received and an Agreement award is announced.

Correct Rx is prepared to be onsite at the Butler County Corrections Complex on March 1, 2016 to assist with the transition and provide personalized training to the medical staff.

#### 7. Termination.

If either party defaults in the performance of its obligations under this agreement and such default is not cured within sixty (60) days of the receipt of written notice (by certified mail), then the non-defaulting party will have the right in addition to any other rights it may have, by further written notice to terminate this agreement on any future date not less than ten (10) days from the date of such further notice; and provided no notice of termination from the Facility will be valid until it is current in its payment to the Pharmacy. Default on the part of Pharmacy shall be defined as, but is not limited to, excessive medication errors (including non-delivery of medications or out of stock medication), poor medical record quality, and unsatisfactory Pharmacist services including availability to answer questions, timeliness of reports and billing, or inconsistency in pricing. Even in the absence of a default by Pharmacy, the Board shall have the absolute right, at any time, to cancel this Agreement, in whole or in part, for any reason, upon payment to Pharmacy for services rendered up to the time of cancellation. Upon notice of cancellation, Pharmacy shall stop performance of work hereunder except as may be necessary to carry out such notice of cancellation. Pharmacy shall take any other action toward cancellation of the work that the Board may reasonably direct. Upon cancellation, the obligations of the Board and Pharmacy to one another or the portion thereof that is canceled shall cease, except for such obligations which, by their nature, survive completion of the work hereunder. If only a portion of the work is canceled by the Board, Pharmacy shall continue to perform all portions of the work not canceled, and as to the portions of the work not canceled the Agreement shall remain in full force and effect. In no event shall the Board be liable to Pharmacy for any anticipated profits on any portion of the Work canceled by the Board or for any other sum except as set forth herein. The remedies of Pharmacy, specified herein, shall constitute the exclusive

remedies of Pharmacy in the event of cancellation, in whole or in part, by the Board.

### 8. Obligation Upon Expiration or Termination.

Upon expiration or sooner termination of this agreement the Facility will return to the Pharmacy in good working condition all of the Pharmacy's equipment, formulary document, policies and procedures manuals, formulary, and any other proprietary documents information, etc. Termination of this agreement shall not relieve either party from liability for any breach of this agreement occurring prior to the effective date of such termination.

### 9. Pharmacy is not an Agent, Employee or Servant of Board or Sheriff.

It is the express intention and understanding of the Board, the Sheriff, and the Pharmacy that the relationship of Pharmacy to the Board and the Sheriff shall be at all times that of an independent contractor, with Pharmacy having full and complete liberty to use its own free and uncontrolled will, judgment, and discretion as to the method and manner of performing the obligations of Pharmacy hereunder. Nothing herein contained or done pursuant to this Agreement shall constitute Pharmacy, its agents or employees a partner, joint venture, or employee of the Board or the Sheriff.

#### 10. Communication.

Notices or communications to be given under this agreement will be given to the respective parties in writing either by registered or certified mail postage prepaid or by overnight delivery as follows:

#### To the Facility:

Butler County Jail 705 Hanover Street Hamilton, Ohio 45011 Attention: Medical Administrator 513-785-1124

#### To Pharmacy:

Correct Rx Pharmacy Services, Inc. Attn: Ellen Yankellow, PharmD, President/CEO 1352 Charwood Road, Suite C Hanover, MD 21076 443-557-0100

or at such other addresses and to such other persons as either party may from time to time

designate by notice given as herein provided. Such registered or certified mailed notices or communications will be deemed to have been given three (3) days after deposit in the United States mail or one (1) day to an overnight delivery service.

### 11. Bid Documents and Bid Incorporated By Reference.

The provisions contained in the "Notice of Bidders" the "Specifications", the "Bid Request" and in the "Bid Form" for this Agreement as well as Pharmacy's bid are incorporated into and made a part of this Agreement as though fully rewritten herein. The fact that a promise or representation made in the bid documents is not duplicated in this Agreement shall not signify such promise or agreement has been abrogated or waived.

#### 12. Conflict of Interest.

Pharmacy warrants and represents to Facility that it has not undertaken and it will not undertake contractual, voluntary, or gratuitous duty or other responsibilities to any firm, agency, or facility which would interfere with or conflict with fully and timely providing the services described in this Agreement.

### 13. Substitution of Generic Drugs for Name Brands.

There shall be a standing policy and agreement between the Pharmacy and the Sheriff's medical staff that generic drugs will always be substituted for name brands unless no generic equivalent of a name brand drug exists or the order/prescription states "Dispense as Written." It shall be the initial responsibility of the Facility medical staff to communicate to the Pharmacy the existence of a Dispense as Written Order as such a situation would be an exception to the general course of conduct. Mutually agreeable procedures shall be established whereby Dispense as Written prescriptions/orders are uniquely marked to bring that status to Pharmacy's attention. In the case of questions concerning prescriptions, Pharmacy shall be solely responsible for determining the correct pharmaceutical and dosage prescribed for each patient should there be a question.

### 14. Representations and Warranties.

### (A) Billing and Records Accuracy Warranty.

Pharmacy warrants and represents to the Board and Sheriff that: (a) it will bill the Sheriff accurately for its services and will charge only the bid prices quoted to the Board in Exhibit A for purposes of compensation hereunder; (b) it will only bill for substances it actually provides to the Facility; (c) it will only bill for substances after they are delivered to the Facility; and (d) there will be no charges for services except as provided in this Agreement.

### (B) Warranty of Commitment to Patient Care.

Pharmacy warrants and represents to the Board and Sheriff that: (a) it is committed

to the highest standards of professional pharmaceutical care and quality service with respect to the service it provides for the benefit of persons held at a Facility, and (b) it has the required skills and ability and the necessary equipment and personnel necessary to perform its duties to the Board and Sheriff under this Agreement in compliance with all applicable laws, government standards, regulations, and guidelines.

(C) Warranty that Prescriptions Will be Doubled-Checked for Accuracy.

Pharmacy warrants and represents to the Board and Sheriff that a strong prescription management system helps detect any possible problems before they occur, and consequently, once prescriptions for the Facility are filled, the Pharmacy warrants and represents to the Board and Sheriff that it shall see that they are double checked by a pharmacist. The Pharmacy shall be fully responsible to the Board and Sheriff for any errors, acts, or omissions committed by it or any of its agents or subcontractors and shall, upon receiving written notice, make corrections to the satisfaction of the Sheriff's medical staff.

- (D) Warranty to Monitor and Advise Sheriff's Medical Staff of Drug Interactions. The Pharmacy warrants and represents to the Board and Sheriff that as an order is entered in the Pharmacy's system, any drug interactions will be identified, and the computer will not allow the Pharmacy to fill the prescription unless the Pharmacy manually overrides the drug interaction warning. The Pharmacy warrants and represents to the Board and Sheriff that when it receives a drug interaction warning on an order, it will contact the Facility's medical staff immediately.
- (E) Warranty of Using Only Persons Adequately Qualified to Provide Services.

  The Pharmacy warrants and represents to the Board and Sheriff that it will only utilize properly licensed persons, who are qualified by their skill, education and experience, to perform the professional pharmacy duties and responsibilities set forth in this Agreement. The Pharmacy will perform the Scope of Services in accordance with generally recognized commercial practices and standards in the pharmaceutical industry. Pharmacy agrees to re-perform any Services not performed in accordance with the foregoing warranty, provided that Pharmacy receives notice from the Sheriff's medical staff within 30 days after such Service was initially performed.
- (F) Warranty of Proper Labeling and Instructions.

  The Pharmacy warrants and represents to the P

The Pharmacy warrants and represents to the Board and Sheriff that: (a) it will provide proper labeling and identification of all drugs, intravenous solutions and biologicals and medications which it provides to the Sheriff for the Facility; (b) that labeling to be provided by Pharmacy is based on currently accepted professional standards and will include the appropriate accessory and cautionary instructions as well as the expiration date, when applicable; (c) that any substance which has an expiration date for its use shall be readily and conspicuously disclosed on the label; and (d) that any changes in a substances route, method, or time of medication will be

set forth in and through the issuance of a new label. This warranty is limited to the extent that the Pharmacy assumes no responsibility for the proper administration of medications by Sheriff or other local personnel within the Facility which is contrary to instructions provided by the Pharmacy, but this warranty does extend to situations where a substance is administered according to labeling but the labeling is erroneous in its instructions due to an error on the part of the Sheriff's medical staff.

#### (G) Compliance with Applicable Laws.

The Pharmacy warrants and represents to the Board and Sheriff that it will comply with all applicable federal and state laws and regulations which are applicable to a Pharmacy in carrying out this Agreement, including, but not limited to, all Ohio laws and regulations applicable to providing pharmaceutical services to correctional facilities and inmates of correctional facilities.

#### (H) Time is of the Essence.

The Pharmacy warrants and represents to the Board and Sheriff that it will perform its services in a timely manner as time is of the essence to the Sheriff in completion of service contemplated by this Agreement.

### (I) Pharmacy's Bid Document Was True, Complete and Accurate.

The Pharmacy warrants and represents to the Board and Sheriff that the content of its "Proposal for Pharmacy Services for the Butler County Correctional Complex" and all its statements and materials regarding its qualifications to perform the work contemplated under this Agreement were true, complete, accurate and current as of the date the bids for Contract No. 15-11-008 were opened. Pharmacy recognizes and agrees that the Board may immediately terminate this Agreement if Pharmacy has misstated its qualifications to perform the work contemplated under this Agreement or otherwise breached its representations and warranties set forth in this paragraph.

#### (J) Warranty of Performance.

The Pharmacy warrants and represents to the Board and Sheriff that it shall perform its work with the degree of skill and care observed by national firms performing the same or similar services in compliance with all statutes, acts, ordinances, laws, rules, regulations, codes, and standards. The Pharmacy warrants and represents to the Board and Sheriff that it shall use sound and professional principles and practices in accordance with normally accepted industry standards in the performance of its services hereunder and that performance of its personnel shall reflect their best professional knowledge, skill, and judgment.

### 16. No Third Party Beneficiary Status Intended.

No provision of this Agreement shall in any way inure to the benefit of any third person (including any Facility inmate as well as the public at large) so as to constitute any such person a third-party beneficiary of this Agreement or of any one or more of the terms

hereof, or otherwise give rise to any cause of action in any person not a party hereto.

#### 17. Indemnification.

The Pharmacy shall indemnify, defend, and hold harmless Butler County, the Board, the Sheriff, and the Facility's Physician and medical staff from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Pharmacy or anyone acting under its direction or control or in its behalf in the course of its performance under this Agreement, provided the Pharmacy's aforesaid indemnity and hold harmless agreement shall not be applicable, and Butler County shall remain subject to any and all liability based upon the sole negligence of Butler County the Board, the Sheriff, or the Facility's Physician and medical staff.

### 18. Proof of Worker Compensation Insurance.

The Pharmacy will provide to the Board its certificate of insurance or proof of its compliance with the worker's compensation laws in the State of Maryland, and also showing such compliance with respect to any subcontractors which the Pharmacy intends to employ in Ohio. The Pharmacy further agrees to hold the Board free and harmless from any and all claims for damages, costs, expenses, and judgments resulting from any claims filed against the Pharmacy and its subcontractors by employees of either, arising during the scope and course of operations of said Pharmacy, his subcontractors, agents or employees in the performance of the Scope of Work. The Pharmacy agrees to defend, to save, and to indemnify the Board, the Sheriff, and the Facility's medical staff against any claims for bodily injury or property damage brought by employees of the Pharmacy.

#### 19. Performance Bond.

The Pharmacy shall furnish a Performance Bond. Failure of the Pharmacy to supply the required Bond within ten (10) days, or within such extended period as the Board may grant, based upon reasons determined adequate by the Board, shall constitute a default and entitle the Board to recover resultant losses from The Pharmacy's Bond. The Pharmacy's Performance Bond as required herein shall be maintained in force for a reasonable period of time following completion of the work and receipt of final payment. Correct Rx will provide the County with a \$25,000 performance bond based on the estimated annual price for medications distributed to the County under this Agreement.

#### 20. Insurance.

The Pharmacy shall procure at its own cost and keep in force during the duration of this Agreement Professional Liability Insurance and such other insurances as the Board shall deem appropriate in a form and amount satisfactory to the Board and listing, where possible, the Board as an additional insured.

Pharmacy shall insure against all losses and damages which are the result of the fault or negligence of Pharmacy in the carrying out of its work, including workers' compensation, public liability, property damages, and automobile liability. Pharmacy will also give the Board thirty days' written notice before the required insurance can be altered or canceled.

### 21. Choice of Law and Forum and Alternate Dispute Resolution.

This Agreement is made under and will be construed in accordance with the law of Ohio without giving effect to Ohio's choice of law rules. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided, shall be decided in a court of competent jurisdiction within the State of Ohio. The law of the State of Ohio shall govern the interpretation of this Agreement as well as the performance of the Scope of Work. In addition to any remedies the parties may have at law, equity, or otherwise, the parties may, by mutual agreement, choose to resolve any dispute arising under this Agreement through alternate dispute resolution procedures such as mediation, or, through arbitration in accordance with the Rules of the American Arbitration Association.

#### 22. Force Majeure.

Neither the Board nor the Pharmacy shall be liable, either to the other, for loss, damage, or delay resulting from causes beyond its reasonable control or caused by fire, strike by other than its own employees, civil or military authority, insurrection or riot, embargoes, or unavoidable delays in transportation. The Pharmacy shall not be liable to the Board for delay in the completion of the Agreement if the delay is due to any cause beyond its control, such as an act of God, war, act of government, fire, flood, strike by other than its own employees, or sabotage. In case of such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay. The Pharmacy shall make every effort to keep such delays at a minimum. The Pharmacy shall give notice in writing to the Board of the cause and probable duration of any such delay within twenty-four (24) hours after learning of the delay or that a delay is imminent.

### 23. Subcontracting or Assigning Work.

The Board shall have the right to approve in advance in writing all subcontracts or assignments of all or any separate portion of the Scope of Work set forth herein. The Board shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor.

### 24. Equal Employment Opportunity.

Pharmacy agrees not to discriminate against any employee or applicant for employment

because of age, race, color, religion, sex, or national origin. The Pharmacy shall comply with applicable laws, Executive Orders, and regulations concerning nondiscrimination in employment, including the Equal Opportunity Clause of Section 202, Executive Order 11246, as amended, which is hereby incorporated by reference.

#### 25. Change Orders.

A Change Order means an agreed upon change or modification to the Scope of Work. All Change Orders must be mutually agreed upon by the parties. Pending both parties' execution of a Change Order, Pharmacy will continue to perform and be paid as if no Change Order exists.

#### 26. Confidential Information.

The Pharmacy, the Board and the Sheriff agree that all medical and pharmaceutical information exchanged between them is confidential and will not be disclosed absent the written consent of the patient to which it pertains. Each party agrees to notify the other promptly in the event of any breach of its security pursuant to which disclosure or misappropriation of the other party's Confidential Information might occur. Each party shall, upon request of the other, take all other reasonable steps necessary to recover and prevent the misuse or further disclosure of any misappropriated or disclosed Confidential Information disclosed to or placed in the possession of each party by virtue of this Agreement. This Agreement is a public record which is subject to inspection under Ohio's Open Records law.

#### 27. Waiver.

Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.

#### 28. Severability.

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

#### 29. Precedence.

In the event of conflict between the provisions of this Agreement and any attached exhibit or description of the work to be performed, the provisions of this Agreement will to the extent of such conflict take precedence.

#### 30. Entire Agreement.

This Agreement and its exhibits along with the other documents previously indicated

constitute the entire agreement between the Pharmacy, the Board and the Sheriff and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The Pharmacy's additional or different terms and conditions will not apply. The terms and conditions of this Agreement may not be changed except by Change Order signed by an authorized representative of each party. The Parties acknowledge that (I) they have had the opportunity to consult counsel in regard to this Agreement; (ii) they have read and understand the Agreement and they are fully aware of its legal effect; and (iii) they are entering into this Agreement freely and voluntarily, and based on each party's own judgment and not on any representations or promises made by the other party, other than those contained in this Agreement.

#### 31. Records and Accounting.

Pharmacy shall keep accounts, books, and other records of all its billable charges incurred in performing its services hereunder, and shall itemize and submit its billings to the Board in such a manner as the Board may reasonably direct for auditing by the Auditor of State of Ohio or the Butler County Auditor. If no such direction is given, Pharmacy shall maintain books and accounts of chargeable costs in accordance with generally accepted accounting practices consistently applied, and in such a manner as to permit verification of all entries made. For three years from final payment under this Agreement, Pharmacy shall preserve all such books and records, and shall upon three days' written notice make such records available to the Board for purposes of verifying the costs chargeable under this Agreement.

**32. Publicity.** No publicity releases (including news releases and advertising) relating to this Agreement and the services hereunder (other than a brief announcement upon contract execution) shall be issued by Pharmacy without the prior written approval of the Board.

In witness whereof the parties have executed this agreement at the Butler County Administrative Center 315 High Street, Hamilton, Ohio 45011 on this  $\underline{7}$  day of March, 2016.

Board of County Commissioners
Butler County, Ohio

Cindy Carpenter, President

T.C. Rogers, Vice President

Correct Rx Pharmacy Services, Inc.

Ellen H. Yankellow, President & CEO

Approved As To Form ONLY

Donald L. Dixon, Member

Prosecutor's Office

#### Exhibit A

#### **Price of Services**

The Price for services for the provision of this Agreement will be as follows:

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	UNIT COST
ABACAVIR SULFATE 300MG TAB	2.217
ABILIFY 10MG TAB	6.225
ABILIFY 15MG TAB	6.225
ABILIFY 20MG TAB	9.474
ABILIFY 2MG TAB	6.225
ABILIFY 30MG TAB	9.474
ABILIFY 5MG TAB	6.225
ACETAMINOPHEN 325MG TAB	0.004
ACETAMINOPHEN 500MG TAB	0.007
ACETAMINOPHEN 650MG ER TAB 650MG TAB	0.051
ACETAZOLAMIDE 250MG TAB	1.538
ACTONEL 35MG TAB	31.930
ACYCLOVIR 400MG TAB	0.055
ACYCLOVIR 800MG TAB	0.086
ADVAIR DISKUS 100/50 AER	3.558
ADVAIR DISKUS 250/50 AER	4.421
ADVAIR DISKUS 500/50 AER	5.814
ADVAIR HFA 115/21 AER	17.883
AGGRENOX 25-200MG CAP	3.049
LBENZA 200MG TAB	157.778
LBUTEROL 0.083% NEB	0.029
LLERGY/CONG 10-240MG TAB	0.616
LLOPURINOL 100MG TAB	0.100
LLOPURINOL 300MG TAB	0.214
LREX 0.2 % SUS	33.704
MANTADINE 100MG CAP	0.880
MIODARONE 200MG TAB	0.090
MITRIPTYLINE 100MG TAB	0.715
MITRIPTYLINE 150MG TAB	1.190
MITRIPTYLINE 25MG TAB	0.190
MITRIPTYLINE 50MG TAB	0.315
MLOD/BENAZP 10-20MG CAP	0.126
MLOD/BENAZP 5-10MG CAP	0.128
MLODIPINE 10MG TAB	0.094
MLODIPINE 5MG TAB	0.014

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	UNIT COST
AMMONIUM LACTATE 12% LOT	0.014
AMOX / CLAV 575MG TAB	0.328
AMOX/K CLAV 500MG TAB AMOXICILLIN 250MG CAP	0.342
AMOXICILLIN 500MG CAP	0.031
AMOXICILLIN 875MG TAB	0.060
ANASTROZOLE 1MG TAB	0.121
ANTI-DANDRUF 1%	0.071
ARIPIPRAZOLE 10MG TAB	0.012
ARIPIPRAZOLE 15MG TAB	6.225
ARIPIPRAZOLE 15MG TAB	6.225
	9.474
ARIPIPRAZOLE SOMG TAB	9.474
ARIPIPRAZOLE 5MG TAB	6.225
ARMOUR THYRO 60MG TAB ARTIFI TEARS OP SOL	0.159
	0.096
ASACOL HD 800MG TAB	6.035
ASMANEX 60 220MCG AER	184.610
ASPIRIN 325MG EC TAB	0.007
ASPIRIN 325MG TAB	0.004
ASPIRIN 81MG CHEW TAB	0.004
ASPIRIN 81MG EC TAB	0.004
ASPIRIN LOW 81MG EC TAB	0.004
TENOLOL 100MG TAB	0.011
TENOLOL 25MG TAB	0.006
TENOLOL 50MG TAB	0.007
TORVASTATIVA CONTROL TORVATATIVA CONTROL TORVASTATIVA CONTROL TORVASTATIVA CONTROL TORVASTATIVA CONTROL TORVASTATIVA CONTROL TORVATATIVA CONTROL TORVASTATIVA CONTROL TORVASTATIVA CONTROL TORVATATIVA CONTROL TORVA CONTRO	0.071
TORVASTATIN 20MG TAB	0.083
TORVASTATIN 40MG TAB	0.083
TORVASTATIN 80MG TAB	0.101
TORVASTATIN CALCIUM 10MG TAB	0.071
TRIPLA TAB	62.490
TROVENT HFA 17MCG AER	18.952
ZITHROMYCIN 250MG (ZPACK TAB	0.266
ZITHROMYCIN 250MG TAB	0.266
ZITHROMYCIN 500MG TAB	0.702

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	CORRECT RX PHARMACY SERVICES
MEDICATIONS	LINUT COST
BACITRACIN 500/GM OINT	UNIT COST
BACITRACIN OP OINT	0.050 16.754
BACLOFEN 10MG TAB	0.133
BACLOFEN 20MG TAB	0.133
BANOPHEN 12.5/5ML SOL	0.183
BARACLUDE 0.5MG TAB	17.980
BENAZEP/HCTZ 20-25MG TAB	0.502
BENAZEPRIL 10MG TAB	0.029
BENICAR 20MG TAB	4.562
BENICAR HCT 40-25MG TAB	6.350
BENZOYL PER 5% GEL	0.028
BENZOYL PEROXIDE 10 % WASH	0.040
BENZTROPINE 0.5MG TAB	0.040
BENZTROPINE 1MG TAB	0.075
BENZTROPINE 2MG TAB	0.094
BENZTROPINE 2MG/2ML AMP	0.214
BETHANECHOL 10MG TAB	0.214
BETHANECHOL 50MG TAB	0.776
BISACODYL 10MG SUPR	0.044
BISACODYL 5MG EC TAB	0.005
BRIMONIDINE 0.2% OP SOL	0.321
BRINTELLIX 5MG TAB	9.078
BUDESONIDE 0.5MG/2 SUS	2.460
BUPROPION 100MG SR TAB	0.102
BUPROPION 100MG TAB	0.170
BUPROPION 200MG SR TAB	0.173
BUPROPION 75MG TAB	0.160
BUPROPION HCL 150MG XL TAB	0.149
BUPROPION HCL ER (XL) 300MG XL TAB	0.563
BUPROPION SR 150MG TAB	0.126
BUSPIRONE 10MG TAB	0.031
BUSPIRONE 15MG TAB	0.047
BUSPIRONE 30MG TAB	0.094
BUSPIRONE 5MG TAB	0.024
BYSTOLIC 10MG TAB	3.106

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	UNIT COST
CALCIPOTRIEN 0.005% OINT	3.12
CALCIPOTRIENE 0.005% CREM	2.91
CALCIUM ACETATE 667MG CAP	0.259
CALCIUM CARB 500 (1250MG) TAB	0.009
CALCIUM CITRATE +D3 315/250 TAB	0.022
CARB/LEVO 25-100MG TAB	0.050
CARB/LEVO ER 50-200MG TAB	0.152
CARBAMAZEPIN 100MG TAB	0.265
CARBAMAZEPIN 200MG ER CAP	0.542
CARBAMAZEPIN 200MG ER TAB	0.821
CARBAMAZEPIN 300MG ER CAP	0.496
CARBAMAZEPIN 400MG ER TAB	1.630
CARBAMAZEPINE 200MG TAB	0.465
CARBAMAZEPINE XR 200 MG TAB	0.821
CARVEDILOL 12.5MG TAB	0.018
CARVEDILOL 25MG TAB	0.022
CARVEDILOL 3.125MG TAB	0.018
CARVEDILOL 6.25MG TAB	0.018
CEFTRIAXONE 1GM INJ	1.300
CEFTRIAXONE 250MG INJ	0.660
CELEBREX 200MG CAP	0.799
CELECOXIB 200MG CAP	0.799
CEPHALEXIN 500MG CAP	0.063
CETIRIZ/PSE 5-120MG TAB	0.459
ETIRIZINE 10MG TAB	0.036
HLORDIAZEPOXIDE 25MG CAP	0.061
HLORHEXIDINE GLUCONATE 0.12% SOL	0.004
HLORHEXIDINE GLUCONATE 4% SOL	0.016
HLORPROMAZINE 100MG TAB	
HLORPROMAZINE 200MG TAB	6.279 9.275
HLORPROMAZINE 25MG TAB	
HLORPROMAZINE 50MG TAB	3.170
HLORTHALIDONE 25MG TAB	4.515
CLOPIROX 0.77% CRM	0.644
LOSTAZOL 50MG TAB	0.126 0.084

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	UNIT COST
CIPRODEX 0.3-0.1% SUS	22.01
CIPROFLOXACIN HCL 0.3% OP SOL	0.39
CIPROFLOXACN 500MG TAB	0.080
CITALOPRAM 10MG TAB	0.013
CITALOPRAM 20MG TAB	0.019
CITALOPRAM 40MG TAB	0.020
CITRATE OF MAGNESIA SOL	0.008
CITROMA LEMON SOL	0.008
CLARITHROMYCIN 500MG TAB	0.032
CLINDAMYCIN 150MG CAP	0.613
CLINDAMYCIN 300MG CAP	0.149
CLOBETASOL 0.05 % OINT	1.900
CLOBETASOL 0.05% CREM	2.230
CLOMIPRAMINE 50MG CAP	5.440
CLONIDINE 0.1MG TAB	0.016
CLONIDINE 0.2MG TAB	0.023
CLONIDINE 0.3MG TAB	0.023
CLOPIDOGREL 75MG TAB	0.023
CLOTRIM/BETA DIPROP CRM	0.467
CLOTRIMAZOLE 1% CREM	0.467
CLOTRIMAZOLE-BETAMETHASONE DIPROP CRM	0.467
COCOA BUTTER CHANTAL LOT	
COENZYME Q10 100MG CAP	0.044
COLACE 50MG CAP	0.212
COLCHICINE 0.6MG TAB	0.011
COLCRYS 0.6MG TAB	4.728
COLD RELIEF MULTI-SYMPTOM C 5-325-2 CAP	5.625
COLY-MYCIN S OTIC SUS	0.083
COMBIGAN 0.2/0.5% SOL	6.204
COMBIVENT RESPIMAT RESPIMAT AER	22.992
COPAXONE 20MG/ML INJ	69.196
REON 24000UNT CAP	191.605
REON 6000UNIT CAP	4.524
RESTOR 20MG TAB	1.190
RESTOR 40MG TAB	6.572
	6.572

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	
CYCLOPENTOL 1% OP SOL	UNIT COST
CYPROHEPTADINE HCL 4MG TAB	0.723
DEEP SEA 0.65% SPR	0.309
DELZICOL 400MG CAP	0.017
DESIPRAMINE 25MG TAB	2.534
DESLORATADINE 5MG TAB	0.550
DEXILANT 60MG DR CAP	0.338
DEXTROSE 50% INJ	6.964
DICLOFEN POT 50MG TAB	0.124
DICLOFENAC SOD 75MG DR TAB	0.300
DICYCLOMINE 10MG CAP	0.102
DICYCLOMINE 20MG TAB	0.031
DIGOXIN 0.125MG TAB	0.031
DILTIAZEM 120MG ER CAP	0.299
DILTIAZEM 120MG TAB	0.150
DILTIAZEM 180MG ER CAP	0.210
DILTIAZEM 240MG ER CAP	0.258
DILTIAZEM 300MG CD CAP	0.258
DILTIAZEM HCL ER COATED BEADS 240MG CD CAP	0.345
DILT-XR 180MG CAP	0.258
DIPHENHYDRAMINE 25MG CAP	0.267
DIVALPROEX 250MG DR TAB	0.010
DIVALPROEX DR 500MG TAB	0.055
DIVALPROEX ER 250MG TAB	0.088
DIVALPROEX ER 500MG TAB	0.780
DOCUSATE CAL 240MG CAP 240 MG	0.865
DOCUSATE SOD 100MG CAP	0.350
DONEPEZIL 5MG TAB	0.011
PORZOLAMIDE HCL 2% OP SOL	0.033
OOXAZOSIN 4MG TAB	0.667
OOXEPIN HCL 150MG CAP	0.321
DOXYCYCLINE HYCLATE 100MG CAP	0.565
OXYCYCLINE HYCLATE 100MG TAB	0.500
ULERA 100-5MCG AER	0.473
ULOXETINE 20MG CAP	32.630
	0.364

	CORRECT RX PHARMACY SERVICES
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MEDICATIONS  DUI OVETING 20MG GAD	UNIT COST
DULOXETINE SOMG CAP	0.27
DULOXETINE 60MG CAP DUREZOL 0.05% SUS	0.27
	28.703
EAR WAX REMOVAL DROPS 6.5% SOL EFFIENT 10MG TAB	0.065
EMTRIVA 200MG CAP	10.141
	16.823
ENALAPRIL 10MG TAB	0.186
ENALAPRIL 20MG TAB	0.210
ENOXAPARIN 100MG/ML INJ	8.680
EPLERENONE 50MG TAB	1.309
EPZICOM TAB	7.701
ERY-TAB 500MG EC TAB	8.218
ERYTHROCIN FILMTAB 250MG TAB	7.880
ERYTHROMYCIN 2% GEL	1.687
ERYTHROMYCIN 250MG BS TAB	5.301
ERYTHROMYCIN 500MG BS TAB	8.218
ERYTHROMYCIN OP OINT	0.855
ESCITALOPRAM 10MG TAB	0.043
ESCITALOPRAM 20MG TAB	0.056
ESCITALOPRAM 5MG TAB	0.038
ESOMEPRAZOLE 40MG CAP	3.140
ESTRADIOL 1MG TAB	0.095
ESTRADIOL 2MG TAB	0.125
ESTRADIOL-NORETHINDRONE ACET 1/0.5MG TAB	2.158
THAMBUTOL 400MG TAB	0.368
TODOLAC 300MG CAP	0.653
TODOLAC 500MG TAB	0.529
URAX 10% LOT	3.530
YE ITCH REL 0.025%OP SOL	0.224
AMOTIDINE 20MG TAB	0.036
ELODIPINE 10MG ER TAB	0.237
ENOFIBRATE 134MG CAP	0.906
ENOFIBRATE 145MG TAB	0.694
ENOFIBRATE 160MG TAB	
ENOFIBRATE 54MG TAB	0.622

	PHARMACY SERVICES
MEDICATIONS	UNIT COST
FERROUS GLUCONATE 324MG TAB	0.047
FERROUS SULF 325MG FC TAB	0.006
FETZIMA 40 MG CAP	8.408
FEXOFEN/PSE 60-120MG TAB	0.704
FEXOFENADINE 180MG TAB	0.214
FEXOFENADINE 60MG TAB	0.201
FIBER THERAPY 500MG (625MG TAB	0.044
FISH OIL 1000MG CAP	0.045
FISH OIL 1200MG CAP	0.038
FISH OIL 500MG CAP	0.068
FIXODENT CREM	0.068
FLECAINIDE 50MG TAB	0.168
FLINTSTONES COMPLETE CHEW	0.014
FLOVENT HFA 110MCG AER	14.299
FLOVENT HFA 220MCG AER	22.210
FLUCONAZOLE 100MG TAB	0.525
FLUCONAZOLE 150MG TAB	1.090
FLUDROCORT 0.1MG TAB	0.317
FLUNISOLIDE 0.025% SPR	1.520
FLUOCINONIDE 0.05% OINT	1.087
FLUOXETINE 10MG CAP	0.016
FLUOXETINE 20MG CAP	0.016
FLUOXETINE 40MG CAP	0.018
FLUPHENAZINE 10MG TAB	
FLUPHENAZINE 2.5MG/5ML LIQ	0.131
FLUPHENAZINE 5MG TAB	
LUPHENAZINE DECANOATE 25MG/ML INJ	0.073
LUTICASONE 50MCG SPR	19.560
LUVOXAMINE MALEATE 100MG TAB	0.259
OLIC ACID 1MG TAB	0.104
UROSEMIDE 20MG TAB	0.008
UROSEMIDE 40MG TAB	0.019
UROSEMIDE 80MG TAB	0.010
GABAPENTIN 300MG CAP	0.023
SAVISCON FOAMTAB 20-80MG TAB	0.034

TIB NO. 15-11-008	CORRECT RX PHARMACY SERVICES
MEDICATIONS	UNIT COST
GEMFIBROZIL 600MG TAB	0.061
GEODON 20MG INJ	28.329
GLIMEPIRIDE 1MG TAB	0.043
GLIMEPIRIDE 2MG TAB	0.049
GLIMEPIRIDE 4MG TAB	0.116
GLIPIZIDE 10MG TAB	0.019
GLIPIZIDE 5MG TAB	0.013
GLIPIZIDE ER 10MG TAB	0.175
GLIPIZIDE ER 5MG TAB	0.086
GLYBURIDE 2.5MG TAB	0.039
GLYBURIDE 5MG TAB	0.072
GNP ANTACID 1000MG TAB	0.025
GNP CALCIUM 500/D TAB	0.010
GNP COLD RELIEF MULTI-SYM C 10-5-32 TAB	0.010
GNP EYE DROPS 0.05% OP SOL	0.083
GNP MICONAZOLE 1 COMBO CRM	8.180
GUANFACINE 1MG TAB	0.047
GUANFACINE 2MG TAB	0.047
GUANFACINE ER 4MG TAB	0.499
GUANFACINE HCL ER 1MG TAB	0.499
HALOPER DEC 100MG/ML	
HALOPER DEC 50MG/ML	35.600
HALOPER LAC 5MG/ML	0.160
HALOPERIDOL 10MG TAB	0.588
HALOPERIDOL 1MG TAB	0.429
HALOPERIDOL 2MG TAB	0.259
HALOPERIDOL 2MG/ML SOL	0.321
HALOPERIDOL 5MG TAB	0.336
HALOPERIDOL DECANOATE 100MG/ML INJ	0.408
HCTZ 12.5MG CAP	35.600
HCTZ 25MG TAB	0.013
HCTZ 50MG TAB	0.005
HEMORRHOIDAL OINT	0.006
HIBICLENS 4% SOL	0.037
HUMALOG 100/ML INJ	0.016
100 TOO INT III	1.192

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	CORRECT Rx PHARMACY SERVICES
MEDICATIONS	LINUT COOR
HUMALOG MIX 75/25 SUS	UNIT COST
HYDRALAZINE 10MG TAB	4.484
HYDRALAZINE 25MG TAB	0.023
HYDRALAZINE 50MG TAB	0.031
HYDROCERIN LOT	0.039
HYDROCERIN 40Z CREAM CRM	0.008
HYDROCORTISONE 1% CREM	0.200
HYDROCORTISONE 10MG TAB	0.036
HYDROCORTISONE ACETATE 25MG SUPR	0.185
HYDROXYCHLOR 200MG TAB	7.356
HYDROXYZ PAMOATE 25MG CAP	1.220
HYDROXYZINE PAM 50MG CAP	0.047
HYOSCYAMINE 0.375MG TAB	0.062
HYSEPT 0.25% SOL	0.201
IBU 200MG + PSEUDO60MG TAB	0.015
IBUPROFEN 200MG TAB	0.174
IBUPROFEN 400MG TAB	0.012
IBUPROFEN 600MG TAB	0.028
IBUPROFEN 800MG TAB	0.038
IBUPROFEN COLD/SINUS CPLT 200-30M TAB	0.047
INDAPAMIDE 2.5MG TAB	0.174
INDOMETHACIN 50MG CAP	0.141
INDOMETHACIN 75MG ER CAP	0.039
INVEGA 3MG TAB	0.274
NVEGA 6MG TAB	10.911
NVEGA SUST 234/1.5 INJ	10.911
NVOKANA 100MG TAB	940.450
PRATROPIUM-ALBUTEROL 0.5MG/3MG/3M	11.157
RON 45MG TAB	0.047
SENTRESS 400MG TAB	0.070
SONIAZID 300MG TAB	18.884
SOSORB MONO 30MG ER TAB	0.118
SOSORBIDE DINITRATE 10MG TAB	14.130
SOSORBIDE MONONITRATE 60MG ER TAB	0.372
ANUVIA 100MG TAB	0.396
TO THE LOOKING TAB	9.849

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	UNIT COST
JANUVIA 25MG TAB	
KETOCONAZOLE 2% CREM	9.849
KETOCONAZOLE 200MG TAB	0.475
KETOCONAZOLE SHAMPOO 2%	0.210
KETOROLAC 0.4% SOL	0.056
KETOROLAC 0.5% SOL	5.100
KONDREMUL PLAIN LIQUID	0.738
KONSYL 100% POW	0.015
K-TAB 10MEQ CR TAB	0.024
LABETALOL 100MG TAB	0.155
LABETALOL 200MG TAB	0.158
LACTULOSE 10GM/15 SOL	100 Table 100 Ta
LAMIVUDINE 150MG TAB	1.510
LAMIVUDINE 300MG TAB	1.910
LAMOTRIGINE 100MG TAB	3.267
LAMOTRIGINE 150MG TAB	0.029
AMOTRIGINE 200MG TAB	0.045
AMOTRIGINE 25MG TAB	0.058
ANSOPRAZOLE 15MG DR CAP	0.015
ANSOPRAZOLE 30MG DR CAP	0.133
ANTUS 100/ML INJ	0.142
ATANOPROST 0.005% SOL	2.100
ATUDA 120MG TAB	1.820
ATUDA 20MG TAB	33.367
ATUDA 40MG TAB	22.351
ATUDA 80MG TAB	22.351
EVEMIR INJ	22.351
EVETIRACETAM 1000MG TAB	24.289
EVETIRACETAM 500MG TAB	0.152
EVETIRACETAM 750MG TAB	0.077
EVOFLOXACIN 250 MG TAB	0.107
VOFLOXACIN 500MG TAB	0.096
VOFLOXACIN 750MG TAB	0.140
VOTHYROXINE 100MCG TAB	0.210
VOTHYROXINE 112MCG TAB	0.295

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	UNIT COST
LEVOTHYROXINE 125MCG TAB	0.346
LEVOTHYROXINE 150MCG TAB	0.356
LEVOTHYROXINE 175MCG TAB	0.423
LEVOTHYROXINE 200MCG TAB	0.423
LEVOTHYROXINE 25MCG TAB	0.230
LEVOTHYROXINE 50MCG TAB	0.260
LEVOTHYROXINE 75MCG TAB	0.287
LEVOTHYROXINE 88MCG TAB	0.292
LIDOCAINE HCL 1% (2ML) INJ	0.058
LIDOCAINE HCL 1% INJ	0.058
LISINOP/HCTZ 20-25MG TAB	0.031
LISINOPRIL 10MG TAB	0.007
LISINOPRIL 2.5MG TAB	0.008
LISINOPRIL 20MG TAB	0.015
LISINOPRIL 30MG TAB	0.020
LISINOPRIL 40MG TAB	0.020
LISINOPRIL 5MG TAB	0.007
LISINOPRIL/HCTZ 10/12.5 TAB	0.016
LISINOPRIL/HCTZ 20-12.5 TAB	0.023
LITHIUM CARB 150MG CAP	0.032
LITHIUM CARB 300MG CAP	0.157
LITHIUM CARB 300MG ER TAB	0.133
LITHIUM CARB 300MG TAB	0.120
LITHIUM CARB 600MG CAP	0.086
LITHIUM CARBONATE ER 450MG TAB	0.189
L-METHYLFOLATE 7.5MG TAB	1.420
LOPERAMIDE 2MG CAP	0.199
LORATADINE 10MG TAB	
LORATADINE-D 12HR TAB 5 MG-12 TAB	0.026
LOSARTAN 100MG TAB	0.504
LOSARTAN POT 25MG TAB	0.044
OSARTAN POT 50MG TAB	0.016
OSARTAN/HCT 100-12.5 TAB	0.025
OSARTAN/HCT 100-25 TAB	0.059
OSARTAN/HCTZ 50-12.5 TAB	0.065

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	CORRECT RX PHARMACY SERVICES
MEDICATIONS	LINUT COOP
LOTRIMIN ULT 1% CREM	UNIT COST
LOVASTATIN 10MG TAB	0.352
LOVASTATIN 20MG TAB	0.025
MAG OXIDE 400MG TAB	0.030
MAGNESIUM 200MG TAB	0.013
MAGNESIUM OXIDE 400MG TAB	0.020
MECLIZINE 25MG TAB	0.013
MEDROXYPR AC 10MG TAB	0.030
MEGESTROL AC 40MG/ML SUS	0.096
MELATONIN 3MG TAB	0.055
MELOXICAM 15MG TAB	0.021
MELOXICAM 7.5MG TAB	0.014
MERCAPTOPUR 50MG TAB	0.011
METFORMIN 1000MG TAB	0.838
METFORMIN 500MG TAB	0.016
METFORMIN 750MG ER TAB	0.009
METFORMIN 850MG TAB	0.047
METFORMIN ER 500MG TAB	0.016
METHIMAZOLE 10MG TAB	0.024
METHOCARBAMOL 750MG TAB	0.079
METHOTREXATE 2.5MG TAB	0.052
METHYLERGONOVINE MALEATE 0.2MG TAB	1.190
METHYLPRED 4MG PAK TAB	17.890
METOCLOPRAMIDE 5MG TAB	0.398
METOCLOPRAMIDE HCL 10MG TAB	0.030
METOPRL/HCTZ 50-25MG TAB	0.030
METOPROLOL 100MG TAB	0.648
METOPROLOL 25MG ER TAB	0.020
METOPROLOL 25MG TAB	0.180
METOPROLOL 50MG TAB	0.015
METOPROLOL ER 50MG TAB	0.016
METOPROLOL SUCC ER 100MG TAB	0.195
METOPROLOL SUCC ER 200 MG TAB	0.370
METRONIDAZOL 250MG TAB	0.645
METRONIDAZOL VAG 0.75% GEL	0.110
101 1710 0.7 370 GEE	1.706

	CORRECT Rx PHARMACY SERVICES
MEDICATIONS	UNIT COST
METRONIDAZOLE 500MG TAB	
MG217 OINT 107GM 2% OINT	0.160
MG217 PSORIASIS CREAM 3% CRM	0.059
MICONAZOLE 2% TOPICAL CRM	0.062
MICONAZOLE 7 100MG SUPV	0.067
MICONAZOLE VAG CREAM 2% CRM	0.321
MIDODRINE 5MG TAB	0.052
MINERIN CRM	0.429
MINERIN LOT	0.008
MINOCYCLINE 100MG CAP	0.010
MIRALAX SNGL 24X17GM PK	0.330
MIRTAZAPINE 15MG TAB	0.016
MIRTAZAPINE 30MG ODT TAB	0.075
MIRTAZAPINE 30MG TAB	0.533
MIRTAZAPINE 45MG ODT TAB	0.099
MIRTAZAPINE 45MG TAB	0.684
MISOPROSTOL 200MCG TAB	0.131
MONISTAT COMBO CRM	0.565
MONTELUKAST 10MG TAB	12.840
MUCINEX 600MG ER TAB	0.055
MULTI-PURPOSE CONTACT SOL	0.215
MULTIVITAMIN TAB	2.880
MUPIROCIN 2% OINT	0.008
MYCOPHENOLAT 250MG CAP	0.282
MYCOPHENOLAT 500MG TAB	0.110
IABUMETONE 750MG TAB	0.174
IADOLOL 40MG TAB	0.133
ALOXONE 0.4MG/ML INJ	1.193
ALOXONE HCL 2MG/2ML INJ	8.400
APROXEN 250MG TAB	12.950
APROXEN 375MG TAB	0.023
APROXEN 500MG TAB	0.320
APROXEN DR 500MG TAB	0.037
APROXEN SOD 220MG TAB	0.086
APROXEN SOD 550MG TAB	0.040
TABLE SOD SOONE IAB	0.499

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MEDICATIONS	
NASAL DECONG 0.05% SPR	UNIT COST
NASAL DECONGESTANT PE TAB 10 MG TAB	0.257
NASONEX 50MCG/AC SPR	0.043
NEO/POLY/HC 1% OTIC SOL	11.937
NEO/POLY/HC 1% OTIC SUS	1.335
NEPHROCAPS CAPS	1.335
NEXIUM 20MG CAP	0.085
NEXIUM 40MG CAP	3.330
NIACIN 500MG SR CAP	3.140
NIFEDIPINE 60MG ER TAB	0.019
NIFEDIPINE 90MG ER TAB	0.303
NITROFUR MAC 100MG CAP	0.638
NITROFURANTOIN MONO MACRO 100MG CAP	0.509
NORETHINDRONE 5 MG TAB	1.210
NORTRIPTYLIN 50MG CAP	1.070
NORVIR 100MG TAB	0.106
NOVOLOG 100/ML INJ	8.062
NYSTATIN 100000 CRM	4.484
NYSTATIN 100000 SUS	0.017
OLANZAPINE 10MG ODT TAB	0.031
OLANZAPINE 10MG TAB	0.966
OLANZAPINE 15MG TAB	0.090
OLANZAPINE 2.5MG TAB	0.125
OLANZAPINE 20MG TAB	0.054
OLANZAPINE 5MG ODT TAB	0.165
OLANZAPINE 5MG TAB	0.592
OLANZAPINE 7.5MG TAB	0.063
OMEGA III 1000MG CAP CAP	0.060
OMEGA-3-ACID ETHYL ESTERS 1GM CAP	0.033
OMEPRAZOLE 10MG CAP	0.047
OMEPRAZOLE 20MG CAP	0.108
OMEPRAZOLE 40MG CAP	0.028
ONDANSETRON 4MG ODT TAB	0.029
ONDANSETRON 4MG TAB	0.215
ONDANSETRON 4MG/2ML INJ	0.070

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	UNIT COST
ONDANSETRON 8MG TAB	0.102
OXCARBAZEPINE 150MG TAB	0.092
OXCARBAZEPINE 300MG TAB	0.131
OXCARBAZEPINE 600MG TAB	0.170
OXYBUTYNIN 15MG ER TAB	0.713
OXYBUTYNIN 5MG TAB	0.211
PANTOPRAZOLE 20MG TAB	0.060
PANTOPRAZOLE 40MG TAB	0.059
PAROXETINE 10MG TAB	0.037
PAROXETINE 20MG TAB	0.037
PAROXETINE 30MG TAB	0.040
PAROXETINE 40MG TAB	0.054
PATADAY 0.2% SOL	59.228
PATANOL 0.1% OP SOL	44.684
PEG 3350-KCL-NA BICARB-NACL 4L /SODIUM SOL	0.002
PENICILLIN VK 500MG TAB	0.079
PERPHENAZINE 16MG TAB	1.469
PERPHENAZINE 4MG TAB	0.706
PERPHENAZINE 8MG TAB	1.000
PHENAZOPYRID 100MG TAB	0.781
PHENOBARB 97.2MG TAB	0.450
PHENYLEPHRINE 10MG TAB	0.028
PHENYTOIN 100MG CAP	0.195
PIOGLITAZONE 30MG TAB	0.060
PIOGLITAZONE HCL 15MG TAB	0.020
PIOGLITAZONE HCL 45MG TAB	0.066
POLYETH GLYC 3350 NF POW	0.026
POLYMYXIN B-TRIMETHOPRIM SOL	0.015
POT CHLORIDE 10%	0.133
POT CL MICRO 20MEQ ER TAB	0.196
POTASSIUM CL 25 MEQ TAB	0.171
POTASSIUM CL ER 10MEQ TAB	0.171
PRAVASTATIN 20MG TAB	0.138
PRAVASTATIN 40MG TAB	0.138
PRAVASTATIN 80MG TAB	0.256

	CORRECT RX PHARMACY SERVICES
MEDICATIONS  PRAZOSINIANO CAR	UNIT COST
PRAZOSIN 1MG CAP	0.350
PRAZOSIN 2MG CAP	0.426
PRAZOSIN HCL 5MG CAP	0.426
PREDNISOLONE ACETATE 1% OP SUS	5.770
PREDNISONE 10MG TAB	0.094
PREDNISONE 20MG TAB	0.110
PREDNISONE 5MG TAB	0.076
PREMARIN 0.3MG TAB 0.3MG TAB	3.730
PREMARIN 0.625MG TAB	3.730
PRENATAL PLUS TAB	0.056
PRENATAL VITAMINS OTC TAB	0.026
PREPARATION H CREM	0.042
PREZISTA 600MG TAB	19.285
PREZISTA 800MG TAB	38.569
PRIMIDONE 250MG TAB	0.096
PRISTIQ 100MG TAB	7.946
PRISTIQ 50MG TAB	7.946
PROCTOFOAM HC 1% AER	0.000
PROCTOFOAM-HC FOAM 1%-1%	8.248
PROCTOZONE -HC 2.5% CRM	0.665
PROGESTERONE 100MG CAP	1.240
PROGESTERONE MICR 200MG CAP	0.020
PROMETHAZINE 25MG TAB	1.303
ROPRANOLOL 120MG ER CAP	0.120
ROPRANOLOL 20MG TAB	0.140
ROPRANOLOL 40MG TAB	0.918
ROPRANOLOL 60MG ER CAP	0.531
ROPRANOLOL 60MG TAB	1.049
ROPRANOLOL 80MG SA CAP 80 MG	0.240
ROPRANOLOL 80MG TAB	0.240
ROPRANOLOL HCL 10MG TAB	0.080
YRAZINAMIDE 500MG TAB	1.476
YRIDOSTIGMINE 60MG TAB	0.055
YRIDOXINE (B-6) 50MG TAB	
UETIAPINE 200MG TAB	0.010 0.091

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	UNIT COST
QVAR 40MCG AER	
QVAR 80MCG AER	12.139
RABEPRAZOLE 20MG TABS	16.250
RANEXA 1000MG TAB	0.294
RANEXA 500MG TAB	4.334
RANITIDINE 150MG TAB	0.020
RANITIDINE 300MG TAB	0.020
RANITIDINE 75MG TAB	0.060
RAPAFLO 8MG CAP	5.410
REGULOID 0.52GM CAP	0.027
REYATAZ 200MG CAP	20.600
REYATAZ 300MG CAP	39.740
RIBAVIRIN 200MG TAB	0.490
RIFAMPIN 300MG CAP	0.393
RISPERDAL 25MG INJ	338.700
RISPERIDONE 0.25MG TAB	0.196
RISPERIDONE 0.5MG ODT TAB	0.481
RISPERIDONE 0.5MG TAB	0.024
RISPERIDONE 1MG ODT TAB	0.324
RISPERIDONE 1MG TAB	0.027
RISPERIDONE 2MG ODT TAB	0.858
RISPERIDONE 2MG TAB	0.029
RISPERIDONE 3MG ODT TAB	0.942
RISPERIDONE 3MG TAB	0.046
RISPERIDONE 4MG TAB	0.060
ROPINIROLE 0.5MG TAB	0.041
ROPINIROLE 1MG TAB	0.055
ROPINIROLE 3MG TAB	0.061
ELENIUM SUL 2.25% SHAMPOO	0.448
ELENIUM SUL 2.5% LOT	0.047
ELENIUM SULFIDE 2.25% SHAMPOO	0.448
ELSUN BLUE SHAMPOO X-MED 1-0.5%	0.020
ENNA PLUS 8.6-50MG TAB	0.006
ENNA-GEN 8.6MG TAB	0.008
ENSIPAR 30MG TAB	19.670

IIB NO. 15-11-008	
	PHARMACY SERVICES
MEDICATIONS	LINUT COST
SERTRALINE 100MG TAB	UNIT COST
SERTRALINE 25MG TAB	0.034
SERTRALINE 50MG TAB	0.024
SILVER SULFADIAZINE 1% CREM	0.027
SIMETHICONE 80MG TAB	0.020
SIMVASTATIN 10MG TAB	0.011
SIMVASTATIN 20MG TAB	0.015
SIMVASTATIN 40MG TAB	0.015
SIMVASTATIN 80MG TAB	0.025
SLOW RELEASE IRON 140 MG TA 140(45) CAP	0.040
SMZ/TMP DS 800-160 TAB	0.210
SODIUM BICAR 650MG TAB	0.056
SODIUM CHLORIDE 3 % SOL	0.026
SOTALOL 80MG TAB	0.059
SPIRIVA HANDIHLR CAP	0.055
SPIRONOLACT 100MG TAB	9.849
SPIRONOLACT 50MG TAB	
SPIRONOLACTONE 25MG TAB	0.098
STRATTERA 100MG CAP	0.037
STRATTERA 80MG CAP	11.260
SUCRALFATE 1GM TAB	0.011
SUDOGEST 120MG ER TAB	0.212
SUDOGEST 30MG TAB	0.021
SUDOGEST 60MG TAB	0.021
SULFACETAMIDE 10% EYE OINT	12.169
SULFASALAZINE 500MG TAB	0.151
SUSTIVA 600MG TAB	26.443
SYMBICORT 160-4.5 AER	24.576
SYMBICORT 80-4.5 AER	21.500
SYNTHROID 125MCG TAB	0.230
SYNTHROID 137MCG TAB	0.345
SYNTHROID 50MCG TAB	0.345
TACROLIMUS 1MG CAP	0.260
TAMOXIFEN CITRATE 20MG TAB	
TAMSULOSIN 0.4MG CAP	0.357 0.170

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	UNIT COST
TERAZOSIN 1MG CAP	0.037
TERAZOSIN 2MG CAP	0.037
TERAZOSIN 5MG CAP	0.037
TERBINAFINE 1% CREM	0.272
TERBINAFINE 250MG TAB	0.091
TETRAHYDROZ 0.05% OP SOL	0.090
TEVETEN HCT 600-25MG TAB	5.296
THEOPHYLLINE 200MG ER TAB	0.271
THERAPEUTIC SHA	0.012
THERAPEUTIC -M TAB	0.018
THIAMINE HCL 100MG TAB	0.010
THIOTHIXENE 2MG CAP	0.851
TIMOLOL MAL 0.5% OP SOL	0.385
TOBRAMYCIN 0.3% OP SOL	0.510
TOLNAFTATE 1% CREM	0.079
TOLNAFTATE 1% SOL	0.130
TOLTERODINE 1MG TAB	0.686
TOPIRAMATE 100MG TAB	0.054
TOPIRAMATE 200MG TAB	0.074
TOPIRAMATE 25MG TAB	0.019
TOPIRAMATE 50MG TAB	0.035
TORSEMIDE 100MG TAB	0.125
TRADJENTA 5MG TAB	10.260
TRAVATAN Z 0.004%	23.680
TRAZODONE 100MG TAB	0.050
FRAZODONE 50MG TAB	0.354
TRAZODONE HCL 150MG TAB	0.126
TRIAM/HCTZ 37.5/25MG CAP	0.140
RIAMCINOLONE 0.025% CREM	0.140
RIAMCINOLONE 0.1% CRM	0.029
RIAMCINOLONE 0.1% LOT	0.028
RIAMCINOLONE 0.5% CREM	0.286
RIAMTERENE-HCTZ 37.5-25 TAB	0.286
RIHEXYPHEN 2MG TAB	
RIHEXYPHEN 5MG TAB	0.031

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	
TRIMETHOPRIM OPTH 10 ML POLYMYXN SOL	UNIT COST
TRUVADA TAB	0.173
UREA 40% CREM	34.380
URSODIOL 250MG TAB	0.118
VALACYCLOVIR 1GM TAB	0.666
VALACYCLOVIR 500MG TAB	0.550
VALSARTAN/HCTZ 320/25MG TAB	0.191
VENLAFAXINE 100MG TAB	0.204
VENLAFAXINE 150MG ER CAP	0.086
VENLAFAXINE 25MG TAB	0.102
VENLAFAXINE 37.5MG TAB	0.072
VENLAFAXINE 50MG TAB	0.075
VENLAFAXINE 75 MG TAB	0.077
VENLAFAXINE 75MG TAB	0.081
VENLAFAXINE HCL ER 37.5MG CAP	0.081
VENLAFAXINE HCL ER 75MG CAP	0.079
VENTOLIN HFA AER	0.086
VERAPAMIL 240MG SR TAB	1.190
VERAPAMIL 40MG TAB	0.090
VIGAMOX 0.5% EYE	0.114
VIIBRYD 40MG TAB	43.444
VIMPAT 150MG TAB	5.863
VIREAD 300MG TAB	10.375
VISINE TEARS DRO	27.120
VISINE-A OP SOL	0.338
VIT B-12 1000MCG TAB	0.338
VITA D-1000 MAX STR TAB	0.024
VITAMIN B COMPLEX TAB	0.015
/ITAMIN B-12 1000MCG TAB	0.022
/ITAMIN B-12 500MCG TAB	0.024
/ITAMIN B-6 100MG TAB	0.014
/ITAMIN B-6 50MG TAB	0.018
/ITAMIN C 500MG TAB	0.010
/ITAMIN D2 50,000 UNT CAP	0.018
/ITAMIN D3 1,000 UNIT TAB	0.165 0.015

	CORRECT RX PHARMACY SERVICES
MEDICATIONS	UNIT COST
VITAMIN D3 10,000 UNITS CAP	0.040
VITAMIN D3 2,000 UNIT TAB	0.033
VITAMIN D3 2000IU TAB	0.033
VITAMIN D3 5,000 UNIT TAB	0.020
VYTORIN 10-40MG TAB	7.349
WARFARIN 10MG TAB	0.120
WARFARIN 1MG TAB	0.088
WARFARIN 2.5MG TAB	0.084
WARFARIN 3MG TAB	0.123
WARFARIN 4MG TAB	0.086
WARFARIN 5MG TAB	0.099
WARFARIN 6MG TAB	0.112
WARFARIN 7.5MG TAB	0.095
XARELTO 20MG TAB	10.840
ZETIA 10MG TAB	7.417
ZIDOVUDINE 300MG TAB	0.275
ZIPRASIDONE 20MG CAP	0.260
ZIPRASIDONE 40MG CAP	0.260
IPRASIDONE 60MG CAP	0.355
IPRASIDONE 80MG CAP	0.355
ONISAMIDE 100MG CAP	0.110

Dispensing fee of \$2.65 per prescription.

# Resolution No. 16-01-00249 Resolved By the Board of County Commissioners of Butler County, Ohio, That

WHEREAS, by Resolution No. 15-10-04173, adopted October 7, 2015, the bids submitted on Tuesday, November 17, 2015 for Pharmacy Service for Butler County Correctional Complex, in accordance with specifications under Butler County Contract No. 15-11-008 were received and referred to the Butler County Sheriff's Office for review and recommendation; and

WHEREAS, the Butler County Sheriff's Office has completed its review of the aforesaid bids and have found them to be in order; and

WHEREAS, the Butler County Sheriff's Office recommends the acceptance of the bid as identified on Addendum A per unit cost, submitted by Correct Rx Pharmacy Services, 1352 Charwood Road, Suite C, Hanover, MD 21076

NOW, THEREFORE, BE IT RESOLVED that Contract No. 15-11-008 for Pharmacy Service for Butle County Correctional Complex is hereby awarded to Correct Rx Pharmacy Services as identified on

### Resolution No. 16-01-00249

Requestor : Debra Maloney Request Date: January 07, 2016

Commissioner Dixon moved for the adoption of the foregoing resolution. Commissioner Rogers seconded the motion and upon call of the roll the vote resulted as follows:

Commissioner Carpenter

Yea

Commissioner Rogers

Yea

Commissioner Dixon

Yea

Adopted: January 11, 2016

Attest: More K. Suther

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#### Resolution No. 16-03-01407 Resolved By the Board of County Commissioners of Butler County, Ohio, That

WHEREAS, by Resolution No. 16-01-00249, adopted January 11, 2016, Contract No. 15-11-008 for Pharmacy Service at the Butler County Correctional Complex was awarded to Correct Rx Pharmacy Services from March 1, 2016 to March 31, 2018 in the amount identified in Addendum A of the attached contract

NOW, THEREFORE, BE IT RESOLVED that the Board of Butler County Commissioners does hereby approve and shall execute the aforesaid Contract No. 15-11-008, which is attached hereto and made a part hereof, with Correct Rx Pharmacy Services.

#### Resolution No. 16-03-01407

Requestor : Debra Maloney Request Date: March 03, 2016

Commissioner Carpenter moved for the adoption of the foregoing resolution.

Commissioner Dixon seconded the motion and upon call of the roll the vote resulted as follows:

Commissioner

Carpenter

Yea

Commissioner

Rogers

Yea

Commissioner

Dixon

Yea

Adopted: March 07, 2016

Attachments/Exhibits: