



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/>

REQUEST FOR PROPOSAL

RFP #21-0026

PHARMACY SERVICES

April 5, 2021

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide Pharmacy Services for COMCARE, Health Department, and other various departments. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CDT, April 27, 2021.

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Bidder’s response

Sincerely,

**Jaimee Witmer
Buyer**

JW/ch

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I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

COMCARE of Sedgwick County is a licensed community mental health center and licensed alcohol and drug treatment provider serving Sedgwick County, Kansas. COMCARE serves approximately 15,008 individuals annually with a variety of mental and behavioral health issues. Additionally, COMCARE affiliated agencies serve approximately 1,200 individuals each year. Currently COMCARE medical providers write one or more prescriptions for over 8,300 individuals and provide 4,582 injections (medications include: Invega Sustenna, Invega Trinza, Risperdal Consta, Abilify Maintena, Aristada, Prolixin Deconate, Haldol Deconate,) annually through our Medical Clinic at Community Support Services (CSS).

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Pharmacy Services for COMCARE, Health Department, and other various departments. The following objectives have been identified for this contract:

1. Acquire Pharmacy Services. Services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Acquire Pharmacy Services with the most advantageous overall cost to the County.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Jaimee Witmer
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, April 27, 2021**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 pm CDT, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Work

COMCARE

COMCARE of Sedgwick County currently utilizes a pharmacy that is co-located in the same building as the Adult Medical program. This pharmacy leases space from the building owner and may or may not choose to stay and continue pharmacy services upon the release of this RFP. COMCARE has been satisfied with the services provided but would like to also gain more knowledge of all the possible pharmacy services currently available. COMCARE currently has four (4) programs that currently benefit from some type of pharmacy services including Adult Medical Services located at 1919 N. Amidon, Community Crisis Center (CCC) located at 635 N. Main, Children's Services (CS) located at 350 S. Broadway, and Center City (CC) located at 402 E. 2nd. In order to provide increased customer service for clients served by COMCARE and to improve coordination with pharmacists, COMCARE would like to request the proposals include a written plan to lease a space in or adjacent to the 1919 N. Amidon location. Responses may also include alternative plans for operating a pharmacy at or around any of the other three (3) locations. COMCARE would consider providing parking. Any modifications to the site necessary for pharmacy services would be covered by the pharmacy. The pharmacy would also be responsible for providing janitorial services, furniture, office supplies and computer equipment. The pharmacy would be licensed as a closed door, institutional pharmacy and could provide services only to individuals associated with COMCARE. COMCARE clients will not be required to use the pharmacy, but may use it at their own discretion. Expected benefits from an adjacent pharmacy include more immediate consultations with a pharmacist, more personal services to clients since the pharmacy will have a relationship with the clients and medical staff, and improved coordination between the pharmacy and COMCARE medical staff. The pharmacy would also be expected to provide pre-packaged medications for identified COMCARE clients

COMCARE is requiring proposals to include a plan to administer a full service Patient Assistance Program (PAP) for all necessary medications. Currently, COMCARE has a method for completing part of this service but would be interested in the pharmacy taking on this full task. Proposals should include a plan for taking this service over, including the details of a smooth transition process or propose a plan on how they would reimburse COMCARE to cover this current cost if COMCARE keeps the PAP services. COMCARE employs one (1) full time staff member who processes approximately 2,000 new PAP applications and 2,000 refill applications annually. The pharmacy must be able to bill Medicaid and other HMOs and insurance companies for prescription costs.

COMCARE understands that prescription medication costs can be burdensome for clients with very limited budgets. To assist the truly needy clients and ensure medication is obtainable, COMCARE has established a voucher system. The voucher system will cover the costs of prescriptions for some clients without insurance or other resources. Vouchers will only be available for clients that choose to use the selected co-located pharmacy. The client will present the voucher to the pharmacy at the time they submit their prescription. The vouchers are limited to \$25.00 each and must be approved by COMCARE medical staff. The pharmacy would then bill COMCARE monthly for these prescriptions. The pharmacy would be expected to bill Medicaid, other insurance companies, or the clients directly for all other prescriptions.

Mandatory services required from the co-located pharmacy include:

- A. Pharmacist(s)
- B. Patient Assistance Program (Full Service to include all necessary medications)
- C. Pre-packaged medication for identified clients
- D. Assist consumers with filling their medication planners (if needed)
- E. Free delivery to customers in Sedgwick County
- F. Twenty-four (24) hour availability in Emergencies
- G. Price Hike Restriction Plan (plan for ensuring fair market price on pharmaceuticals)
- H. Transition Plan
- I. Utilize an ePrescribe system that is compatible with COMCARE's technology
- J. Handle all refill requests from COMCARE clients (If the script is expired or changes are requested, the pharmacy will send a request to COMCARE through the ePrescribe system and COMCARE will respond through ePrescribe. Calls to COMCARE by clients will be referred to the pharmacy.)

Additionally desired services from the co-located pharmacy include:

- K. Courier service to deliver medications between COMCARE programs
- L. Assistance with calculating spend-downs
- M. Unlimited consultation for COMCARE medical staff
- N. A system for forecasting medication price increases and notification to clients
- O. A system to track and restock COMCARE sample medications Work with pharmaceutical representatives to ensure adequate supply of sample medications
- P. Incentive Plan for clients who utilize this chosen co-located pharmacy
- Q. Utilize an automated call-in phone system with user-friendly menus and high functionality for clients

Minimum Mandatory Qualifications:

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service specified below to be considered for award. Specific responses to each must be provided in the proposal. It is expected that the successful firm will meet and/or exceed these qualifications.

Firms must:

- A. Be a qualified, licensed pharmacy; (Be capable of setting up a full service pharmacy in one or more COMCARE locations to provide pharmacy services and administer a patient assistance program for COMCARE referred clients and staff. The pharmacy must be licensed as a closed door institutional pharmacy to serve only COMCARE associated clients and employees.)
- B. Hire and maintain competent and qualified personnel, licensed/certified in the State of Kansas;
- C. Provide verification that all employees selected to perform work for the county have passed a background check meeting requirements listed under participant safeguards above;
- D. Provide COMCARE the right to accept or reject any of Contractor's pharmacy personnel if COMCARE determines, after good faith efforts to resolve the problem, that the personnel is incompetent, negligent, violates customary professional behavioral standards or does not meet the necessary qualifications to provide services in the pharmacy;
- E. Have the capacity to acquire all required bonds/insurance and provide proof to county prior to award of the contract;
- F. Have provided the mandatory services specified herein for a minimum of three (3) years;
- G. Provide references from at least three (3) companies for whom you have provided or currently providing the proposed or similar service, including company name, address, phone numbers, contact name, and dates of service;

- H. Have the ability to receive prescriptions for controlled substances through secure Electronic Prescriptions for Controlled Substances (EPCS). COMCARE does not currently use EPCS, but has the capacity and interest to do so;
- I. Bill Medicaid and other third party payers for services rendered;
- J. Provide services generally between the hours of 8:00 am and 5:00 pm, Monday – Friday, Central Daylight Time;
- K. Maintain all federal and state confidentiality requirements;
- L. Provide consultation services to COMCARE staff and clients pertaining to all drug related matters, including proper dosage, side effects, toxicities, pharmacology and drug interactions; and,
- M. Provide a comprehensive transition plan for current COMCARE pharmacy clients.

Participant Safeguards:

Firms must provide proof that all employees having contact with COMCARE clients have passed a background check prior to providing any service to the county. The following participant safeguards are required for any staff providing direct service to clients of county:

- A. Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten (10) year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;
- B. Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and,
- C. Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five (5) year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.

Any question concerning the interpretation of this participant safeguard requirement and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the county. The Director’s decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Provider shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual’s criminal record, or for expunged convictions, if Provider would have no other reasonable way of knowing of these acts.

Proposal Content:

The information provided in the proposal will be carefully reviewed and used in making a determination; providing specific information on how your company meets the criteria will assist the reviewers in making a better informed decision. Proposal pages should be numbered, single sided and secured with a single clip or rubber band; proposals should include no staples or binding (this includes audits). Please be concise and reference sources as required.

The Proposal submission must be organized in the following format and information sequence:

- A. Provide Proposal Response Form (last page of this RFP). The Proposal Response Form should be the first page of the proposal so the firm name and contact are clearly visible.

- B. Provide specific responses to each of the minimum mandatory requirements and accompanying questions as provided below:
- 1) Be capable of setting up a full service pharmacy in one or more COMCARE locations to provide pharmacy services.
 - a. Include a brief overview of the applicant's understanding of the general nature of services to be provided through this RFP including information on the firm's background, expertise, and qualifications, to provide the outlined services.
 - b. Provide a detailed description of the organization including the type and scope of goods and services it currently supplies or offers.
 - c. Describe experience billing Medicaid and other third party payers.
 - d. Describe in detail, plans for administering the Patient Assistance Program and the costs associated.
 - e. Describe how pre-packed medications will be administered for clients.
 - f. Provide a description of how the free delivery of medication to clients throughout Sedgwick County will be obtained and the emergency management plan for COMCARE needs after business hours.
 - g. Explain the applicant's methodology to prevent price hiking and ensuring fair market pricing on all medications. (Complete and attach Appendix A)
 - h. Provide a thorough description of the start-up methodology, timeline for implementation, and the transition plan for clients.
 - i. Specify plans of where pharmacy services will be offered at COMCARE sites.
 - j. Indicate whether agency has experience providing pharmacy services as a closed door institutional pharmacy.
 - 2) Provide services generally between the hours of 8:00 am and 5:00 pm Central Daylight Time. Indicate the proposed hours of operation.
 - 3) Hire and maintain competent and qualified personnel, licensed/certified in the State of Kansas.
 - 4) Describe hiring process to include system for background checks and credentialing as appropriate.
 - 5) Include a detailed proposed staffing plan including anticipated level of staff.
 - 6) Provide job descriptions and resumes of key management staff and all company staff who will be providing services. If awarded contract, firm must provide this information for each new employee assigned to provide work for the county prior to the employee beginning service.
 - 7) Provide COMARE the right to terminate the contract immediately if Contractor's personnel prove to be negligent, incompetent, violate customary professional behavioral standards or do not meet the necessary qualifications to provide services in the pharmacy.
 - 8) Describe system for COMCARE to provide input into staffing decisions.
 - 9) Explain the process for complaints against pharmacy staff.
 - 10) Maintain all federal and state confidentiality requirements.
 - 11) Discuss processes for maintaining confidentiality, including how communication and collaboration with COMCARE medical providers will be maintained to ensure good client care.
 - 12) Provide consultation services to COMCARE staff and clients pertaining to all drug related matters, including proper dosage, side effects, toxicities, pharmacology and drug interactions.
 - 13) Describe consultation services offered.
- C. Discuss and provide proof of licenses, permits, and certificates to provide services in the State of Kansas, if applicable.
- D. Discuss any current ongoing litigation, which may cause conflicts or affect the ability of the proposer to provide services.
- E. Discuss the ability to receive prescriptions for controlled substances through secure Electronic Prescriptions for Controlled Substances (EPCS). COMCARE does not currently use EPCS, but has the capacity and interest to do so;
- F. Provide any additional information relevant to expertise of the requested services that may assist the county in evaluating your proposal.
- G. Describe how refill requests from COMCARE clients will be handled by the pharmacy.
- H. Describe the menus and functionality with the pharmacy's automated call-in system.

I. Required Attachments

- 1) Appendix A- must complete pricing sheet for COMCARE's commonly prescribed medication (provided).
- 2) Appendix B- the resumes of key staff for the proposed program.
- 3) Appendix C- the agency's most recent annual audit or financial statement, including any Audit Act Reports that are required of the agency (OMB A-128 or OMB A-133 audits).
- 4) Appendix D- a copy of the agency's equal opportunity employment policy
- 5) Appendix E- references from at least three (3) companies currently using the proposed or similar services, including company name, address, phone and fax numbers, contact name, and dates of service.

HEALTH DEPARTMENT AND OTHER VARIOUS DEPARTMENTS

Mandatory scope of services required from the pharmacy include:

- A. Contract pharmacist must be licensed by the Kansas State Board of Pharmacy to provide professional pharmacy and consultation services.
- B. The contract licensed pharmacist needs to be eligible to be a Pharmacist in Charge with the Kansas State Board of Pharmacy.
- C. Contractor will coordinate with County Health Department staff to develop a departmental policy and procedure manual, as required by K.S.A. 65-1648
- D. Contractor will assure annual renewal of pharmacy licenses of each County Health Department's locations of services.
- E. Contractor will conduct quarterly audits of Health Department programs' medication dispensing procedure(s) to assure County's compliance with K.A.R. 68-7-18 and K.S.A. 65-1648
- F. Contractor will use attached audit forms (pgs. 27-34) to evaluate and assess programs' policy and procedure compliance.
- G. Contractor will provide audit results with recommendations to program supervisors or designated staff verbally onsite and with written reports emailed within one (1) week of audit dates.
- H. Contractor will be available to answer staff questions regarding a medication or drug interaction via phone or email as needed.
- I. Contractor will be available within two (2) working days of occasional urgent requests to check medication preparations due to unforeseen shortage.

VI. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Jaimee Witmer at Jaimee.Witmer@sedgwick.gov by 5:00 pm CDT, Monday, April 12, 2021. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this RFP number by 5:00 pm CDT, Monday, April 19, 2021. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. [Minimum Firm Qualifications](#)

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer’s response.

Proposers shall:

1. Have a minimum of three (3) years’ experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

C. [Evaluation Criteria](#)

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
a. Demonstrate clearly and completely the organization’s ability and capacity to meet all Request for Proposal conditions	40
b. Verifiable ability to provide services, which will include capacity of respondent to provide the quality and quantity of the services required	20
c. Proposal of services described herein with the most advantageous prudent methodology and costs to the County in accord with the best business practices of COMCARE, Health Department, and other various departments.	20
d. Overall quality of the respondent’s proposal	10
e. Verification of HIPAA security	10
Total Points	100

Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

- | | | |
|---|---------|------------|
| A. \$38,000.00 divided by \$50,000.00 =.76 | .76*10 | 7.6 points |
| B. \$38,000.00 divided by \$38,000.00 =1.00 | 1.00*10 | 10 points |
| C. \$38,000.00 divided by \$49,000.00=.77 | .77*10 | 7.7 points |

Any final negotiations for services, terms and conditions will be based, in part, on the firm’s method of providing the service and the fee schedule achieved through discussions and agreement with the county’s review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. [Request for Proposal Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	April 5, 2021
Questions and clarifications submitted in writing by 5:00 pm CDT	April 12, 2021
Addendum Issued	April 19, 2021
Sealed Proposal due before 1:45 pm CDT	April 27, 2021
Evaluation Period	April 28, 2021-May 11, 2021
Board of Bids and Contracts Recommendation	May 13, 2021
Board of County Commission Award	May 19, 2021

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of one (1) year with four (4) one (1) year options to renew. Either party may cancel its obligations herein upon sixty-day (60) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. [Confidential Matters and Data Ownership](#)

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. [Proposal Conditions](#)

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

Federally Funded Expenditures (if applicable)

<https://www.sedgwickcounty.org/media/57479/additional-representations-for-fema-funded-projects.pdf>

<https://www.sedgwickcounty.org/media/57478/fema-certifications-addendum-sedgwick-county.pdf>

Business Associate Addendum (Attached)

VIII. Required Response Content

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The firm's relevant experience, notably experience working with government agencies.
3. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
4. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
5. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
6. Proof of insurance meeting minimum insurance requirements as designated herein.
7. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. HIPAA Required Response

All proposal submissions shall include the following:

1. During the past 36 months, how many notices of breach affecting 500 or more individuals have you reported to the U.S. Department of Health and Human Services regarding your breaches of unsecured protected health information, as required pursuant to HIPAA regulation 45 C.F.R. § 164.408?
2. During the past 36 months, how many notices of breach affecting fewer than 500 individuals have you reported to the U.S. Department of Health and Human Services regarding your breaches of unsecured protected health information, as required pursuant to HIPAA regulation 45 C.F.R. § 164.408?
3. Have you been responsible for any civil penalties as a result of any U.S. Department of Health and Human Services HIPAA enforcement action within the past 60 months? If so, for each instance during which you were responsible for these civil penalties, please describe: (a) when those civil penalties were imposed; (b) the amount of any such civil penalties; and (c) the activity that led to the imposition of such civil penalties.

X. Response Form

**REQUEST FOR PROPOSAL
RFP #21-0026
PHARMACY SERVICES**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____

WEBSITE ADDRESS _____ EMAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)

_____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

_____ Native American (25) _____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)

_____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55)

_____ Asian Pacific-Woman Owned (60) _____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70)

_____ Native American-Woman Owned (75) _____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____

Sedgwick County Non-Employee Information Technology Usage Agreement

Anyone that is not a Sedgwick County employee who will access Sedgwick County information technology in the course of their work for Sedgwick County (“Non-employee personnel”) are required to sign this document before accessing any Sedgwick County information technology system. “Information technology” includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Sedgwick County.

1. Non-employee personnel have no expectation of privacy in any electronic communications, use of Sedgwick County property, or Internet access. Sedgwick County reserves the right to review, audit, or monitor any information technology used by non- employee personnel.
 2. Non-employee personnel shall use only accounts authorized by the Sedgwick County Chief Information Officer (CIO).
 3. Non-employee personnel may access only those resources for which they are specifically authorized.
 4. Non-employee personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following.
 - a. Passwords shall remain confidential.
 - b. Passwords shall be changed at least every 90 days.
 - c. Passwords shall be at least eight characters long.
 - d. Passwords shall contain characters from at least three of the following four classes: (i) English upper case letters, *A, B*, (ii) English lower case letters, *a, b*, (iii) Westernized Arabic numerals, *0,1,2*, and (iv) Non-alphanumeric (special characters) such as punctuation symbols.
 - e. Passwords shall not contain your user name or any part of your full name.
 - f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
 5. Non-employee personnel are not permitted to script their user IDs and/or passwords for log-on access.
 6. Non-employee personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple authorized people.
 7. Non-employee personnel may not leave their workstation logged onto the network while away from their area. Non-employee personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
 8. Non-employee personnel shall maintain a log, left with the computer, of all software loaded onto any Sedgwick County computer. The software must have been approved in writing in advance by the CIO.
 9. Non-employee personnel shall execute only applications that pertain to their specific contract work.
 10. Non-employee personnel shall promptly report log-on problems or any other computer errors to the Helpdesk (316-660-9811).
 11. Non-employee personnel shall promptly notify the County Helpdesk if they have any reason to suspect a breach of security or potential breach of security.
 12. Non-employee personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County Helpdesk.
 13. Non-employee personnel shall not install or use any type of encryption device or software on any Sedgwick County hardware, which has not been approved in writing in advance by the CIO.
 14. Non-employee personnel shall not attach any device to the Sedgwick County network without prior written approval in advance from the CIO.
 15. Non-employee personnel may not remove any computer hardware, data or software from a Sedgwick County building for any reason, without prior written approval from the CIO.
 16. Non-employee personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on Sedgwick County hardware.
 17. Non-employee personnel shall not attach any network or phone cables to any Sedgwick County device without written approval from the CIO.
 18. Non-employee personnel may not copy any data and/or software from any Sedgwick County resource for personal use.
 19. Non-employee personnel may not utilize Sedgwick County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet surfing not required for their work activity;
 - c. Non-work related activity.
 - d. Any illegal activity.
 - e. Downloading of files from non-County resources. If files are needed for your work, contact Sedgwick County IT personnel.
 20. Non-employee personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing in advance by the CIO.
 21. Non-employee personnel may not give out any Sedgwick County computer information to anyone. Exception: other non-employee personnel needing the information to complete authorized tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
 22. All data storage media shall be erased or destroyed prior to disposal.
 23. All portable media used must be FIPS 140-2 compliant media encrypted with hardware encryption using AES 256 algorithm.
 24. Non-employee personnel may not remove, modify, erase, destroy or delete any computer software without the written approval in advance of the CIO.
 25. Non-employee personnel shall not attempt to obtain or distribute Sedgwick County system or user passwords.
 26. Non-employee personnel shall not attempt to obtain or distribute door passcodes/passkeys to secured rooms at any Sedgwick County facility for which they are not authorized.
 27. All equipment issued to non-employee personnel will be returned in good condition to Sedgwick County upon termination of the Sedgwick County/non-employee Personnel relationship.
 28. Non-employee personnel may not use Sedgwick County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
 29. Non-employee personnel are prohibited from causing Sedgwick County to break copyright laws.
- Use by non-employee personnel of any Sedgwick County information technology will acknowledge acceptance of the above- referenced policies. Any non-employee who violates any of these policies shall be subject to disciplinary action, including total removal from the Sedgwick County project as well as being subject to Kansas civil and criminal liability. Disciplinary action may include Sedgwick County requesting the non-employee be considered for demotion, suspension and termination.

Non-employee personnel’s signature

Date

Company’s/Agency’s name, printed

Non-employee personnel’s name, printed

Purpose – reason you are signing the form

Revision Date: 12/13/2018

Sedgwick County Sponsor – employee and department

HIPAA RULES

BUSINESS ASSOCIATE ADDENDUM

DEFINITIONS

1.1 The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Sedgwick County.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

2.1 Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;

2.2 Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement;

2.3 Report to covered entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware, as further provided for in Par. 12.1, *et seq.*;

2.4 Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;

2.5 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

2.6 Make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;

2.7 Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;

2.8 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules; and

2.9 Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528.

PERMITTED USES AND DISCLOSURES BY ASSOCIATE

3.1 Except as otherwise limited in this Agreement, Business Associate may only Use or Disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purposes of the contractual relationship, if such Use or Disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the Minimum Necessary policies and procedures of the Covered Entity.

SPECIFIC USE AND DISCLOSURE PROVISIONS

4.1 Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the contractual or legal responsibilities of the Business Associate.

4.2 Business Associate may Use or Disclose Protected Health Information as Required By Law.

4.3 Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

4.4 Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

4.5 Business Associate may provide Data Aggregation services relating to the Health Care Operations of the covered entity.

4.6 Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

OBLIGATIONS OF COVERED ENTITY

5.1 Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

5.2 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 such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

5.3 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 such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

PERMISSIBLE REQUESTS BY COVERED ENTITY

6.1 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. If necessary in order to meet the Business Associate's obligations under the Agreement, the Business Associate may Use or Disclose Protected Health Information for Data Aggregation, management and administrative activities, or contractual or legal responsibilities of Business Associate.

TERM

7.1 **Term.** The Agreement shall be effective as of date of execution of the Agreement by the parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, has been returned to Covered Entity or, at Covered Entity's option, is destroyed, or, if it is infeasible to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Agreement.

MISCELLANEOUS

8.1 A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

8.2 The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

8.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

8.4 In addition to any implied indemnity or express indemnity provision in the Agreement, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity, including any employees, agents, or Subcontractors against any actual and direct losses suffered by the Indemnified Party(ies) and all liability to third parties arising out of or in connection with any breach of this Agreement or from any negligent or wrongful acts or omissions, including failure to perform its obligations under the HIPAA Rules, by the Business Associate or its employees, directors, officers, Subcontractors, agents, or other members of its workforce. Accordingly, upon demand, the Business Associate shall reimburse the Indemnified Party(ies) for any and all actual expenses (including reasonable attorney's fees) which may be imposed upon any Indemnified Party(ies) by reason of any suit, claim, action, proceeding or demand by any third party resulting from the Business Associate's failure to perform, Breach or other action under this Agreement.

SECURITY RULE REQUIREMENTS

9.1 Business Associate agrees, to the extent any Protected Health Information created, received, maintained or transmitted by or in electronic media, also referred to as electronic protected health care information, as defined by 45 CFR § 160.103, that it will only create, maintain or transmit such information with appropriate safeguards in place.

Business Associate shall therefore: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health care information; ensure that any agent, including Subcontractors, to whom it provides such information shall agree to also implement reasonable and appropriate safeguards to protect the information; and report to the Covered Entity any Security Incident, as that term is defined by 45 CFR § 164.304, of which it becomes aware.

TERMINATION

10.1 Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

EFFECT OF TERMINATION

11.1 Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

Provided however, Business Associate may retain Protected Health Information if necessary for management and administration purposes or to carry out its legal responsibilities after termination of the Agreement.

Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at in this Agreement which applied prior to termination;

Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and

Provided, however, that nothing in this section 11.1 shall apply in the case of PHI remaining in its possession which Business Associate determines it is not feasible to return or destroy. Business Associate shall extend the protection of this Agreement to such PHI and limit further uses and disclosure of such PHI.

The obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

NOTIFICATION OF BREACH

12.1 To the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, Uses, or Discloses Unsecured Protected Health Information, it shall, following the discovery of a Breach of such information, notify the Covered Entity of such Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, Used, accessed, acquired, or Disclosed during such Breach. The Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the Individual under 45 C.F.R. § 164.404(c) at the time of the required notification to the Covered Entity, or as promptly thereafter as the information is available.

12.2 For purposes of this section, a Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known to such Business Associate (including any person, other than the Individual committing the breach, that is an employee, officer, or other agent of such associate) or should reasonably have been known to such Business Associate (or person) to have occurred by the exercise of reasonable diligence.

12.3 Subject to section 12.4, all notifications required under this section shall be made without unreasonable delay and in no case later than 60 calendar days after the discovery of a Breach by the Business Associate involved in the case of a notification required under section 12.2. The Business Associate involved in the case of a notification required under section 12.2, shall have the burden of demonstrating that all notifications were made as required under this part, including evidence demonstrating the necessity of any delay.

12.4 If a law enforcement official determines that a notification or notice required under this section would impede a criminal investigation or cause damage to national security, such notification or notice shall be delayed in the same manner as provided under section 164.528(a)(2) of title 45, Code of Federal Regulations, in the case of a Disclosure covered under such section.

If a law enforcement official states to the Business Associate that any notification or notice would impede a criminal investigation or cause damage to national security, the Business Associate shall:

- (a) If the statement is in writing and specifies the time for which a delay is required, delay such notification or notice for the time period specified by the official; or
- (b) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification or notice temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in (a) is submitted during that time.

PROHIBITION ON SALE OF ELECTRONIC HEALTH RECORDS OR PROTECTED HEALTH INFORMATION.

13.1 Except as provided in section 13.2, the Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity has obtained from the Individual, in accordance with section 164.508 of title 45, Code of Federal Regulations, a valid authorization that includes, in accordance with such section, a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual.

13.2. Section 13.1 shall not apply in the following cases:

- (a) The purpose of the exchange is for public health activities (as described in section 164.512(b) of title 45, Code of Federal Regulations).
- (b) The purpose of the exchange is for research (as described in sections 164.501 and 164.512(i) of title 45, Code of Federal Regulations) and the price charged reflects the costs of preparation and transmittal of the data for such purpose.
- (c) The purpose of the exchange is for the treatment of the Individual, subject to any regulation that the Secretary may promulgate to prevent Protected Health Information from inappropriate access, Use, or Disclosure.
- (d) The purpose of the exchange is the health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations in section 164.501 of title 45, Code of Federal Regulations.
- (e) The purpose of the exchange is for remuneration that is provided by the Covered Entity to the Business Associate for activities involving the exchange of Protected Health Information that the Business Associate undertakes on behalf of and at the specific request of the Covered Entity pursuant to the Agreement.
- (f) The purpose of the exchange is to provide an Individual with a copy of the Individual's Protected Health Information pursuant to section 164.524 of title 45, Code of Federal Regulations.
- (g) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate as the exceptions provided in subparagraphs (a) through (f).

Appendix A

Pricing Sheet for Sedgwick County Departments' Commonly Prescribed medications

Generic Name	Trade Name	Use	MG	PAP Available (Yes or No)	#30 \$	#60 \$	#90 \$
Amitriptyline	Elavil	Antidepressant	10 mg tab				
Amitriptyline	Elavil	Antidepressant	25 mg tab				
Amitriptyline	Elavil	Antidepressant	50 mg tab				
Amitriptyline	Elavil	Antidepressant	75 mg tab				
Amitriptyline	Elavil	Antidepressant	100 mg tab				
Amitriptyline	Elavil	Antidepressant	150 mg tab				
Arpiprazole	Abilify	Antipsychotic	5 mg tab				
Arpiprazole	Abilify	Antipsychotic	10 mg tab				
Arpiprazole	Abilify	Antipsychotic	15 mg tab				
Arpiprazole	Abilify	Antipsychotic	20 mg tab				
Arpiprazole	Abilify	Antipsychotic	30 mg tab				
Atomoxetine	Strattera	Anti - ADD	10 mg tab				
Atomoxetine	Strattera	Anti - ADD	18 mg tab				
Atomoxetine	Strattera	Anti - ADD	25 mg tab				
Atomoxetine	Strattera	Anti - ADD	40 mg tab				
Atomoxetine	Strattera	Anti - ADD	60 mg tab				
Benzotropine	Cogentin	Side-effect control	0.5 mg tab				
Benzotropine	Cogentin	Side-effect control	1 mg tab				
Benzotropine	Cogentin	Side-effect control	2 mg tab				
Brexpiprazole	Rexulti	Antipsychotic	1 mg tab				
Brexpiprazole	Rexulti	Antipsychotic	2 mg tab				
Brexpiprazole	Rexulti	Antipsychotic	4 mg tab				
Bupropion	Wellbutrin	Antidepressant	75 mg tab				
Bupropion	Wellbutrin	Antidepressant	100 mg tab				
Bupropion SR	Wellbutrin SR	Antidepressant	100 mg tab				
Bupropion SR	Wellbutrin SR	Antidepressant	150 mg tab				
Bupropion SR	Wellbutrin SR	Antidepressant	200 mg tab				
Bupropion XL	Wellbutrin XL	Antidepressant	150 mg tab				
Bupropion XL	Wellbutrin XL	Antidepressant	300 mg tab				
Buspirone	Buspar	Antianxiety	5 mg tab				
Buspirone	Buspar	Antianxiety	10 mg tab				
Buspirone	Buspar	Antianxiety	15 mg tab				
Buspirone	Buspar	Antianxiety	30 mg tab				
Carbamazepine	Tegretol	Mood Stabilizer	100 mg tab				
Carbamazepine	Tegretol	Mood Stabilizer	200 mg tab				
Chlorpromazine	Thorazine	Antipsychotic	10 mg tab				

Chlorpromazine	Thorazine	Antipsychotic	25 mg tab				
Chlorpromazine	Thorazine	Antipsychotic	50 mg tab				
Chlorpromazine	Thorazine	Antipsychotic	100 mg tab				
Chlorpromazine	Thorazine	Antipsychotic	200 mg tab				
Citalopram	Celexa	Antidepressant	10 mg tab				
Citalopram	Celexa	Antidepressant	20 mg tab				
Citalopram	Celexa	Antidepressant	40 mg tab				
Clonidine	Catapress	Anti - ADD	0.1 mg tab				
Clonidine	Catapress	Anti - ADD	0.2 mg tab				
Clonidine	Catapress	Anti - ADD	0.3 mg tab				
Clozapine	Clozaril	Antipsychotic	25 mg tab				
Clozapine	Clozaril	Antipsychotic	50 mg tab				
Clozapine	Clozaril	Antipsychotic	100 mg tab				
Clozapine	Clozaril	Antipsychotic	200 mg tab				
Cyproheptadine	Periactin	Side-effect control	4 mg tab				
Diphenhydramine	Benadryl	Sedative	25 mg tab				
Diphenhydramine	Benadryl	Sedative	50 mg cap				
Divalproex Sod DR	Depakote DR	Mood Stabilizer	125 mg tab				
Divalproex Sod DR	Depakote DR	Mood Stabilizer	250 mg tab				
Divalproex Sod DR	Depakote DR	Mood Stabilizer	500 mg tab				
Divalproex Sod ER	Depakote ER	Mood Stabilizer	250 mg tab				
Divalproex Sod ER	Depakote ER	Mood Stabilizer	500 mg tab				
Doxepin	Sinequan	Antidepressant	10 mg cap				
Doxepin	Sinequan	Antidepressant	25 mg cap				
Doxepin	Sinequan	Antidepressant	50 mg cap				
Doxepin	Sinequan	Antidepressant	75 mg cap				
Duloxetine	Cymbalta	Antidepressant	20 mg cap				
Duloxetine	Cymbalta	Antidepressant	30 mg cap				
Duloxetine	Cymbalta	Antidepressant	60 mg cap				
Escitalpram	Lexapro	Antidepressant	10 mg tab				
Escitalpram	Lexapro	Antidepressant	20 mg tab				
Fluoxetine	Prozac	Antidepressant	10 mg cap				
Fluoxetine	Prozac	Antidepressant	20 mg cap				
Fluoxetine	Prozac	Antidepressant	40 mg cap				
Fluphen Dec	Prolixin Dec	Antipsychotic	25 mg/ml vial				
Fluphenazine	Prolixin	Antipsychotic	1 mg tab				
Fluphenazine	Prolixin	Antipsychotic	2.5 mg tab				
Fluphenazine	Prolixin	Antipsychotic	5 mg tab				
Fluphenazine	Prolixin	Antipsychotic	10 mg tab				
Fluoxamin	Luvox	Antidepressant	25 mg tab				
Fluoxamin	Luvox	Antidepressant	50 mg tab				
Fluoxamin	Luvox	Antidepressant	100 mg tab				

Gabapentin	Neurontin	Mood Stabilizer	100 mg cap				
Gabapentin	Neurontin	Mood Stabilizer	300 mg cap				
Gabapentin	Neurontin	Mood Stabilizer	400 mg cap				
Gabapentin	Neurontin	Mood Stabilizer	600 mg cap				
Gabapentin	Neurontin	Mood Stabilizer	800 mg cap				
Haloperid Dec	Haldol Dec	Antipsychotic	50 mg/ml vial				
Haloperid Dec	Haldol Dec	Antipsychotic	100 mg/ml vial				
Haloperidol	Haldol	Antipsychotic	0.5 mg tab				
Haloperidol	Haldol	Antipsychotic	1 mg tab				
Haloperidol	Haldol	Antipsychotic	2 mg tab				
Haloperidol	Haldol	Antipsychotic	5 mg tab				
Haloperidol	Haldol	Antipsychotic	10 mg tab				
Hydroxyzine HCL	Atarax	Hypnotic	10 mg tab				
Hydroxyzine HCL	Atarax	Hypnotic	25 mg tab				
Hydroxyzine HCL	Atarax	Hypnotic	50 mg tab				
Hydroxyzine PAM	Vistaril	Hypnotic	25 mg cap				
Hydroxyzine PAM	Vistaril	Hypnotic	50 mg cap				
Hydroxyzine PAM	Vistaril	Hypnotic	100 mg cap				
Lamotrigine	Lamictal	Mood Stabilizer	25 mg tab				
Lamotrigine	Lamictal	Mood Stabilizer	100 mg tab				
Lamotrigine	Lamictal	Mood Stabilizer	150 mg tab				
Lamotrigine	Lamictal	Mood Stabilizer	200 mg tab				
Levetiracetam ER	Keppra	Mood Stabilizer	250 mg tab				
Levetiracetam ER	Keppra	Mood Stabilizer	500 mg tab				
Levetiracetam ER	Keppra	Mood Stabilizer	750 mg tab				
Lithium Carb	Eskalith	Mood Stabilizer	150 mg cap				
Lithium Carb	Eskalith	Mood Stabilizer	300 mg cap				
Lithium Carb	Eskalith	Mood Stabilizer	600 mg cap				
Lithium Carb ER	Eskalith CR	Mood Stabilizer	450 mg tab				
Lithium SR	Lithobid	Mood Stabilizer	300 mg tab				
Lurasidone	Latuda	Antipsychotic	20 mg tab				
Lurasidone	Latuda	Antipsychotic	40 mg tab				
Lurasidone	Latuda	Antipsychotic	60 mg tab				
Lurasidone	Latuda	Antipsychotic	80 mg tab				
Lurasidone	Latuda	Antipsychotic	120 mg tab				
Mirtaz Sol-tabs	Remeron Soltab	Antidepressant	15 mg ODT				
Mirtaz Sol-tabs	Remeron Soltab	Antidepressant	30 mg ODT				
Mirtaz Sol-tabs	Remeron Soltab	Antidepressant	45 mg ODT				
Mirtazapine	Remeron	Antidepressant	15 mg tab				
Mirtazapine	Remeron	Antidepressant	30 mg tab				

Mirtazapine	Remeron	Antidepressant	45 mg tab				
Naltrexone	Revia	EtOH Dependence	50 mg tab				
Nefazodone	Serzone	Antidepressant	50 mg tab				
Nefazodone	Serzone	Antidepressant	100 mg tab				
Nefazodone	Serzone	Antidepressant	150 mg tab				
Nefazodone	Serzone	Antidepressant	200 mg tab				
Nortriptyline	Pamelor	Antidepressant	10 mg cap				
Nortriptyline	Pamelor	Antidepressant	25 mg tab				
Olanzapine	Zyprexa	Antipsychotic	2.5 mg tab				
Olanzapine	Zyprexa	Antipsychotic	5 mg tab				
Olanzapine	Zyprexa	Antipsychotic	7.5 mg tab				
Olanzapine	Zyprexa	Antipsychotic	10 mg tab				
Olanzapine	Zyprexa	Antipsychotic	15 mg tab				
Olanzapine	Zyprexa	Antipsychotic	20 mg tab				
Olansapine ODT	Zyprexa ZYDIS	Antipsychotic	5 mg ODT				
Olansapine ODT	Zyprexa ZYDIS	Antipsychotic	10 mg ODT				
Olansapine ODT	Zyprexa ZYDIS	Antipsychotic	15 mg ODT				
Olansapine ODT	Zyprexa ZYDIS	Antipsychotic	20 mg ODT				
Olanzapine / Fluoxetine	Symbyax	Antipsychotic / SSRI	12 / 25 mg				
Oxcarbazepine	Trileptal	Mood Stabilizer	150 mg tab				
Oxcarbazepine	Trileptal	Mood Stabilizer	300 mg tab				
Oxcarbazepine	Trileptal	Mood Stabilizer	600 mg tab				
Paliperidone	Invega	Antipsychotic	1.5 mg tab				
Paliperidone	Invega	Antipsychotic	3 mg tab				
Paliperidone	Invega	Antipsychotic	6 mg tab				
Paliperidone	Invega	Antipsychotic	9 mg tab				
Paroxetine	Paxil	Antidepressant	10 mg tab				
Paroxetine	Paxil	Antidepressant	20 mg tab				
Paroxetine	Paxil	Antidepressant	30 mg tab				
Paroxetine	Paxil	Antidepressant	40 mg tab				
Paroxetine SR	Paxil SR	Antidepressant	25 mg tab				
Perphenazine	Trilafon	Antipsychotic	2 mg tab				
Perphenazine	Trilafon	Antipsychotic	4 mg tab				
Pramipexole	Mirapex	RLS, Parkinson's	0.125 mg tab				
Pramipexole	Mirapex	RLS, Parkinson's	.25 mg tab				
Pramipexole	Mirapex	RLS, Parkinson's	.5 mg tab				
Pramipexole	Mirapex	RLS, Parkinson's	1 mg tab				
Pramipexole	Mirapex	RLS, Parkinson's	1.5 mg tab				
Prazosin	Minipress	Antihypertension	1 mg cap				

Prazosin	Minipress	Antihypertension	2 mg cap				
Prazosin	Minipress	Antihypertension	5 mg cap				
Propranolol	Inderal	Side-effect control	10 mg tab				
Propranolol	Inderal	Side-effect control	20 mg tab				
Propranolol	Inderal	Side-effect control	40 mg tab				
Propranolol	Inderal	Side-effect control	80 mg tab				
Quetiapine	Seroquel	Antipsychotic	25 mg tab				
Quetiapine	Seroquel	Antipsychotic	50 mg tab				
Quetiapine	Seroquel	Antipsychotic	100 mg tab				
Quetiapine	Seroquel	Antipsychotic	200 mg tab				
Quetiapine	Seroquel	Antipsychotic	300 mg tab				
Quetiapine	Seroquel	Antipsychotic	400 mg tab				
Quetiapine ER	Seroquel XR	Antipsychotic	50 mg tab				
Quetiapine ER	Seroquel XR	Antipsychotic	150 mg tab				
Quetiapine ER	Seroquel XR	Antipsychotic	200 mg tab				
Quetiapine ER	Seroquel XR	Antipsychotic	300 mg tab				
Quetiapine ER	Seroquel XR	Antipsychotic	400 mg tab				
Risperidone	Risperdal	Antipsychotic	0.25 mg tab				
Risperidone	Risperdal	Antipsychotic	0.5 mg tab				
Risperidone	Risperdal	Antipsychotic	1 mg tab				
Risperidone	Risperdal	Antipsychotic	2 mg tab				
Risperidone	Risperdal	Antipsychotic	3 mg tab				
Risperidone	Risperdal	Antipsychotic	4 mg tab				
Ropinerole	Requip	RLS, Parkinson's	0.25 mg tab				
Ropinerole	Requip	RLS, Parkinson's	0.5 mg tab				
Ropinerole	Requip	RLS, Parkinson's	1 mg tab				
Ropinerole	Requip	RLS, Parkinson's	2 mg tab				
Ropinerole	Requip	RLS, Parkinson's	3 mg tab				
Ropinerole	Requip	RLS, Parkinson's	4 mg tab				
Sertraline	Zoloft	Antidepressant	25 mg tab				
Sertraline	Zoloft	Antidepressant	50 mg tab				
Sertraline	Zoloft	Antidepressant	100 mg tab				
Thioridazine	Mellaril	Antipsychotic	10 mg tab				
Thioridazine	Mellaril	Antipsychotic	25 mg tab				
Thioridazine	Mellaril	Antipsychotic	50 mg tab				
Thioridazine	Mellaril	Antipsychotic	100 mg tab				
Thiothixene	Navane	Antipsychotic	1 mg tab				
Thiothixene	Navane	Antipsychotic	2 mg tab				
Thiothixene	Navane	Antipsychotic	5 mg tab				
Thiothixene	Navane	Antipsychotic	10 mg cap				
Topiramate	Topamax	Mood Stabilizer	25 mg tab				
Topiramate	Topamax	Mood Stabilizer	50 mg tab				
Topiramate	Topamax	Mood Stabilizer	100 mg tab				

Topiramate	Topamax	Mood Stabilizer	200 mg tab				
Trazodone	Desyrel	Antidepressant	50 mg tab				
Trazodone	Desyrel	Antidepressant	100 mg tab				
Trazodone	Desyrel	Antidepressant	150 mg tab				
Trazodone	Desyrel	Antidepressant	300 mg tab				
Trifluoperazine	Stelazine	Antipsychotic	1 mg tab				
Trifluoperazine	Stelazine	Antipsychotic	2 mg tab				
Trifluoperazine	Stelazine	Antipsychotic	5 mg tab				
Trifluoperazine	Stelazine	Antipsychotic	10 mg tab				
Venlafaxine	Effexor	Antidepressant	25 mg cap				
Venlafaxine	Effexor	Antidepressant	37.5 mg cap				
Venlafaxine	Effexor	Antidepressant	50 mg cap				
Venlafaxine	Effexor	Antidepressant	75 mg cap				
Venlafaxine	Effexor	Antidepressant	100 mg cap				
Venlafaxine XR	Effexor XR	Antidepressant	37.5 mg cap				
Venlafaxine XR	Effexor XR	Antidepressant	75 mg cap				
Venlafaxine XR	Effexor XR	Antidepressant	150 mg cap				
Ziprasidone	Geodon	Antipsychotic	20 mg cap				
Ziprasidone	Geodon	Antipsychotic	40 mg cap				
Ziprasidone	Geodon	Antipsychotic	60 mg cap				
Ziprasidone	Geodon	Antipsychotic	80 mg cap				
Injectables:							
Abilify Maintena			200 mg				
			300 mg				
			400 mg				
Aristada			441 mg				
			662 mg				
			885 mg				
Fluphenazine Deconate			25 mg / 1 ml				
Haloperidol Decanoate			50 mg / 1 ml				
			100 mg / 1ml				
Invega Sustenna			117 mg				
			156 mg				
			234 mg				
Invega Trinza			410 mg				
			546 mg				
			819 mg				
Risperdal Consta			25 mg				
			37.5 mg				
			50 mg				
Vivitrol			380 mg				



PHARMACY AUDIT FORM
Quarter
Immunization Clinic

Health Station: Pharmacy License # _____

RNs on Duty:

Consultant Pharmacist:

Audit date:

1. Pharmaceutical storage YES/NO

- A. Properly locked at all times
- B. 100% recording of refrigeration temperatures
- C. Refrigerator kept within acceptable ranges
- D. Only medications in refrigerator
- E. No medications found to be outdated
- F. Biologicals dated and initialed upon opening
- G. Medications checked monthly for outdates
- H. Proper disposal of outdated medication
- I. Emergency kit locked/in-date/contents labeled on outside of kit

2. Pharmaceutical Dispensing YES/NO

- A. Accurate documentation of medications dispensed
- B. Complete/accurate labeling information for each prescription
- C. Patients are counseled for each medication they receive
- D. Labels affixed only by designated persons
- E. Prepackaging only per policy guidelines
- F. Drugs available for use is on approved health department list
- G. Inventories of Biologicals and other meds are accurate and in date
- H. Multi-Dose vials dated upon opening
- I. Recall processes in place

3. Pharmaceutical administration YES/NO

- A. Copy of signed/updated Policy/Procedure manual kept in med room
- B. Pharmacy license properly displayed and in date
- C. Items from most recent audit have been resolved
- D. Free of pharmacy incident reports for the current quarter
- E. Miscellaneous

4. Chart Review

**5. Audit Review Summary
Findings:**

Recommendations:

6. Corrective Action Taken by Clinic



Health Department

*Sedgwick County...
working for you*

PHARMACY AUDIT FORM
Quarter
General Clinic (FP/STI)

Health Station: Pharmacy License # _____

RN on Duty:

Consultant Pharmacist:

Audit date:

1. Pharmaceutical storage YES/NO

- A. Properly locked at all times
- B. 100% recording of refrigeration temperatures
- C. Refrigerator kept within acceptable ranges
- D. Only medications in refrigerator
- E. No medications found to be outdated
- F. Biologicals dated and initialed upon opening
- G. Medications checked monthly for outdates
- H. Proper disposal of outdated medication
- I. Emergency kit locked/in-date/contents labeled on outside of kit

2. Pharmaceutical Dispensing

YES/NO

- A. Accurate documentation of medications dispensed
- B. Complete/accurate labeling information for each prescription
- C. Patients are counseled for each medication they receive
- D. Labels affixed only by designated persons
- E. Prepackaging only per policy guidelines
- F. Drugs available for use is on approved health department list
- G. Inventories of Biologicals and other meds are accurate and in date
- H. Multi-Dose vials dated upon opening
- I. Recall procedures are in place

3. Pharmaceutical administration

YES/NO

- A. Copy of signed/updated Policy/Procedure manual kept in med room
- B. Pharmacy license properly displayed and in date
- C. Items from most recent audit have been resolved
- D. Free of pharmacy incident reports for the current quarter

4. Chart Review

5. Audit Review Summary

6. Corrective Action Taken by Clinic



Health Department

*Sedgwick County...
working for you*

PHARMACY AUDIT FORM
Quarter
TB Clinic

Health Station: Pharmacy License # _____

RN on Duty:

Consultant Pharmacist:

Audit date:

1. Pharmaceutical storage YES/NO

- A. Properly locked at all times
- B. 100% recording of refrigeration temperatures
- C. Refrigerator kept within acceptable ranges
- D. Only medications in refrigerator
- E. No medications found to be outdated
- F. Biologicals dated and initialed upon opening
- G. Medications checked monthly for outdates
- H. Proper disposal of outdated medication
- I. Emergency kit (x2) locked/in-date/contents labeled on outside of kit

2. Pharmaceutical Dispensing

YES/NO

- A. Accurate documentation of medications dispensed
- B. Complete/accurate labeling information for each prescription
- C. Patients are counseled for each medication they receive
- D. Labels affixed only by designated persons
- E. Prepackaging only per policy guidelines
- F. Drugs available for use is on approved health department list
- G. Inventories of Biologicals and other meds are accurate and in date
- H. Multi-Dose Vials dated upon opening

3. Pharmaceutical administration

YES/NO

- A. Copy of signed/updated Policy/Procedure manual kept in med room
- B. Pharmacy license properly displayed and in date
- C. Items from most recent audit have been resolved
- D. Free of pharmacy incident reports for the current quarter

4. Chart Review

5. Audit Review Summary

Findings:

Recommendations:

6. Corrective Action Taken by Clinic



Health Department

*Sedgwick County...
working for you*

PHARMACY AUDIT FORM
Quarter
Dental Clinic

Health Station: Pharmacy License # _____

Leadership on Duty:

Consultant Pharmacist:

Audit date:

1. Pharmaceutical storage YES/NO

- A. Properly locked at all times
- B. 100% recording of refrigeration temperatures
- C. Refrigerator kept within acceptable ranges
- D. Only medications in refrigerator
- E. No medications found to be outdated
- F. Biologicals dated and initialed upon opening
- G. Medications checked monthly for outdates
- H. Proper disposal of outdated medication
- I. Emergency kit locked/in-date/contents labeled on outside of kit

2. Pharmaceuticals Furnished for Patient Use YES/NO

3. Pharmaceutical administration

YES/NO

- A. Copy of signed/updated Policy/Procedure manual kept in med room
- B. Pharmacy license properly displayed and in date
- C. Items from most recent audit have been resolved
- D. Free of pharmacy incident reports for the current quarter

4. Chart Review

5. Audit Review Summary

Findings:

Recommendations:

6. Corrective Action Taken by Clinic (document here)

SAMPLE