Daniel "Danny" Mayfield Commissioner, District 1

Virginia Vigil Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date:

July 10, 2012

To:

Santa Fe County Board of County Commissioners

From:

Pablo Sedillo III, Public Safety Director

Bill Taylor, Purchasing Manager

Re:

Request Approval of Amendment #1 to Agreement #2011-0270-CORR/MS with Diamond Pharmacy Services to extend agreement for an additional year and to increase compensation by \$40,000 per year, to include year one. (Purchasing/Bill

Taylor and Corrections/Pablo Sedillo III)

Issue:

The Corrections Department is requesting approval of Amendment No. 1 to SFC Agreement #2011-0270-CORR/MS between Santa Fe County and Diamond Pharmacy Services. The purpose of this Amendment is to extend the term of the Agreement through August 31, 2013, and increase compensation by \$40,000.00 per year *to include year one of this Agreement*. The total amount payable shall not exceed \$280,000 per year. This Agreement is a result of RFP No. 2011-0270-CORR/MS, whereas the contract term, including extensions and renewals, shall not exceed four years.

Background:

The contract increase is the result of additional beds being occupied in the facility. Both formulary and non formulary medication orders have increased due to the additional occupied beds. The increase in occupied beds also brings an increase in inmates with long-term substance use and abuse related medical and mental health illnesses. Often this population has used illicit substances to self-treat underlying mental health illness. Once incarcerated, these medical and mental health illnesses require medications to stabilize or treat them. The medical department is currently looking into expanding the over-the-counter-medication selections available for purchase in the commissary for the inmates. The additional compensation request would be sufficient for the number of inmates we house and cover a monthly increase of medications in the amount of \$3,000 per month for a twelve month period.

Action Requested:

The Corrections Department is requesting approval of Amendment No. 1 to the Diamond Pharmacy Services Agreement for the purpose of extending the term of the Agreement for an additional year and increasing compensation by \$40,000 per contract year for a total contract amount not to exceed \$280,000 per contract year.

SANTA FE COUNTY AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH DIAMOND PHARMACY SERVICES TO PROVIDE PHARMACEUTICAL SERVICES AND SUPPLIES

THIS AMENDMENT is made and entered into on this day of
2012, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), a New
Mexico political subdivision, and DIAMOND PHARMACY SERVICES, 645 Kolter Drive
Indiana, PA 15707-3570 (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to RFP No. 2011-0270-CORR/MS, on August 31, 2011 Santa Fe County entered into a Professional Services Agreement with Contractor to provide quality and professional pharmaceutical service and supplies to inmates of the County Corrections Department;

WHEREAS, pursuant to Article 15 (Amendment) of the Agreement, the parties may amend the Agreement by an instrument in writing signed by the parties;

WHEREAS, pursuant to Article 3 (Term) of the Agreement, the term of the Agreement is one (1) year subject to renewal by the County in one-year increments;

WHEREAS, the County requires continued pharmaceutical services due to an increase in the inmate population and by this Amendment No. 1 wishes to increase the compensation by \$40,000;

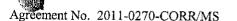
WHEREAS, by this Amendment No. 1 the total contract value would be \$280,000 and the term of the Agreement would extend from August 31, 2012 through August 31, 2013.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

- 1. In Article 2 (Compensation), delete the reference to "Two Hundred Forty Thousand Dollars and No Cents (\$240,000.00)" and replace it with "Two Hundred Eighty Thousand Dollars and No Cents (\$280,000.00)."
- 2. In Article 3 (Term), delete the phase "Santa Fe Board of County Commissioners" and replace it with "County."
- 3. In Article 3 (Term), insert a new provision 3.1 to read as follows:
 - 3.1 By Amendment No. 1, the term of this Agreement is renewed for one (1) year beginning August 31, 2012 through August 31, 2013, subject to renewal as stated above.

IN WITNESS WHEREOF, the parties have duly executhe date first written above.	ted this Amendment to the Agreement
SANTA FE COUNTY:	·
Liz Stefanics, Chair Santa Fe County Board of County Commissioners	Date
Attest:	
Valerie Espinoza Santa Fe County Clerk	Date
approved as to Form:	
tephen C. Ross anta Fe County Attorney	Date
inance Department Approval:	
eresa C. Martinez, Director	6/24/2012 Date
ONTRACTOR:	. /00/0
ignariae	<i>Lel 29/2012</i> Date

FEDERAL TAX I.D. NUMBER: 25-1378278





THIS AGREEMENT is made and entered into on this 3/stday of August, 2011, by and between SANTA FE COUNTY (hereinafter referred to as the "County"), an New Mexico political subdivision, and DIAMOND PHARMACY SERVICES (hereinafter referred to as the "Contractor").

WHEREAS, Santa Fe County Corrections Department is committed to providing quality and professional services to its prisoners and employees and seeks to improve public safety by management of both male and female prisoners by providing medical care and opportunities for correctional rehabilitation within a supervised and secure setting, while assuring the safety of the public, the staff and the prisoners; and

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued Request for Proposal (RFP) No. 2011-0270-CORR/MS for these services; and

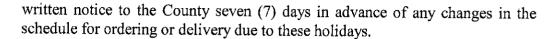
WHEREAS, the Contractor is a licensed and accredited institutional pharmaceutical supply and services organization as required by the RFP that can provide cost-effective services custom made for the Santa Fe County Corrections Department; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

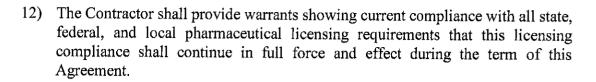
NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

- A. The Contractor shall provide the following services for the Santa Fe County Adult Detention Facility located at 4312 State Highway 14, Santa Fe, New Mexico 87508 and the Santa Fe County Youth Development Program located at 4250 Airport Road, Santa Fe, New Mexico 87507 (hereinafter referred to as the "County Correction Facilities"):
 - 1) Fill and Deliver Prescriptions. The Contractor will fill all medications daily, Monday through Saturday. All orders faxed to the Contractor by 2:00 PM (Mountain Time) Monday through Friday will be filled and delivered the next day. All orders faxed before 10:00 AM (Mountain Time) on Saturday will be filled and delivered on Monday. Therefore, delivery will be available six (6) days per week to the County Correction Facilities.
 - 2) Holidays. The Contractor will be closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day. The Contractor will provide



- 3) Emergency Service. The Contractor will contract with a local pharmacy to provide emergency medications that cannot be received by the normal delivery process and will pay the pharmacy monthly. The cost of the emergency pharmacy bill will be added to the monthly statement of drug costs. The Contractor will bill the County the same amount as billed by the local pharmacy.
- 4) Dispensing System. The Contractor will dispense most medications utilizing a "blister card" medication packaging system. The Contractor shall dispense oral tablets and capsule medications in quantities requested by the County depending on the frequency of the dosing and the needs of the County Correction Facilities.
- 5) Controlled Substances. The Contractor agrees to provide all prescribed controlled substances in blister cards of 30 doses for easy accountability and shall dispose of unused controlled substances, at no expense to the County, according to applicable State and Federal regulations.
- 6) Intravenous Fluids. The Contractor will provide all requested intravenous solutions and related administration sets using the Add-Vantage® Drug Delivery System where available.
- 7) Drug Box. The Contractor shall maintain a drug box located at each County Correction Facility. Items in each drug box will be determined in consultation with the Health Services Administrator and the Medical Director.
- 8) Generic Medications. The Contractor shall dispense all Medications generically unless there is no generic substitute. All generic medications will be A or AB rated by the FDA.
- 9) The Contractor shall provide (loan) a fax machine at each County Correction Facility for the transmission of physician's orders to the pharmacy. The Contractor shall make available an "800" number to each County Correction Facility for toll-free fax and telephone communications.
- 10) Reports. The Contractor will provide the County with monthly reports on pharmaceutical usage. The County will work with the Contractor to develop an acceptable format for these reports.
- 11) Medication Administration Records (MARs). The Contractor will provide the County with computer generated Medication Administration Records (MARs) delivered no later than seven (7) days before the following month for all inmates who have prescribed medications.



- 13) Maintenance medications are dispensed will be in a routine thirty (30) day supply. When the County requires a lower routine days supply, a higher rate may be negotiated.
- 14) Credit is issued on full or partial blister cards at 100% of the AAC. Credit is issued on returned, non-controlled tablets or capsules remaining in the original 30 dose blister card which contained a single dose per bubble, provided they are returned prior to three (3) months of expiration, not originally labeled as keep on person (KOP), have not released to the inmate population and are permitted for return by the State Board of Pharmacy and the Federal Drug Agency (FDA). Control medications and open partial stock medications cannot be credited per federal regulations. Credits are issued on medications that Contractor currently stocks and can be redistributed to other clients for administration prior to expiration. Credits are issued on medications based upon the professional judgment of a Contractor and current market value of the medication. Upon termination of this agreement, credit will be applied to medications returned to Contractor within thirty (30) days of the termination date.

2. COMPENSATION, INVOICING, AND SET-OFF

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
 - 1) The County shall pay in full to the Contractor invoice acquisition costs plus a dispensing fee of **Three Dollars and Thirty-Eight Cents** (\$3.38) for each County medical order satisfactorily dispensed and delivered by the Contractor. The total amount payable to the Contractor under this Agreement, shall not exceed **Two Hundred Forty Thousand Dollars and No Cents** (\$240,000.00), per year, inclusive of New Mexico Gross Receipts Tax. Any tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
 - 2) Compounded IV medications, specialized vaccines, chemotherapy, blood products, special compounds, dropped shipped items and certain specialty items, etc. are billed at Average Wholesale Price (AWP) plus \$4.00 per piece.
 - 3) County will notify Contractor if and when County has paid Contractor the full not-to-exceed amount stated in subparagraph 2 above prior to the expiration of the term of this Agreement. Absent an approved amendment to the not-to-exceed amount, Contractor will not be compensated in excess of the not-to-exceed amount stated above for services performed during the initial term of this Agreement.

- B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 "TERMINATION" or Section 6 "APPROPRIATIONS AND AUTHORIZATIONS". The County has the option to extend the contract at the same price, terms and conditions for a period of three (3) additional years, on a year-to-year basis, upon the approval of the Santa Fe County Board of County Commissioners. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty days prior to expiration of the initial Agreement.

4. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for no other cost, amount, fee, or expense.
- B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.





5. TERMINATION

- A. <u>Termination of Agreement for Cause</u>. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. <u>Termination for Convenience of the County</u>. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

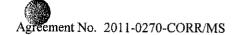
6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.





8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

- A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.
- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any



such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

No modification or amendment to this Agreement that changes the term or compensation shall be valid and binding unless approved by the Santa Fe County Board of County Commissioners.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.



19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.



C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:

Santa Fe County

Office of the County Attorney

102 Grant Avenue

Santa Fe, New Mexico 87501

To the Contractor:

Diamond Pharmacy Services

Attn: Mark J. Zilner R.Ph

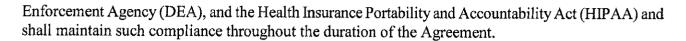
645 Kolter Drive

Indiana, PA 15701-3570

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed by the New Mexico Board of Pharmacy to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.
- D. Contractor is in compliance with the National Commission on Corrective Health Care (NCCHC), the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), the Drug



25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION, INVOICING, AND SET-OFF," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

- A. <u>General Conditions.</u> The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. <u>Workers' Compensation Insurance.</u> The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. <u>Increased Limits.</u> If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- E. <u>Professional Liability.</u> The Contractor shall carry professional liability (errors and omissions) insurance, with policy limits of not less than \$1,000,000.00.



Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

30. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints, <u>Corporate Services Company</u>, a New Mexico resident company located at, <u>125 Lincoln</u>, <u>Suite 223</u>, <u>Santa Fe</u>, <u>NM 87501</u>, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

Katherine Miller

Santa Fe County Manager

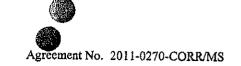
8.31-61

Date



FEDERAL TAX I.D. NUMBER

25-1378278



Approved as to Form:	Dec. 1 5 5 5 5
Stephen C. Ross	Myset 12, 2011
Santa Fe County Attorney	Date
Finance Department Approval:	8/22/2011
Teresa Martinez Santa Fe County Finance Director	Date
CONTRACTOR:	
(Signature)	8/11/11 Date
By: Mark J. Zimer (Print Name)	•
Its: Chief Operating Officer (Print Title)	



APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Section 13-1-191.1 NMSA 1978, any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

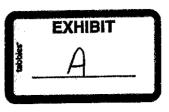
- "Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.
- "Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
- "Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.
- "Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
- "Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.
- "Prospective contractor" means a person who is subject to the competitive sealed

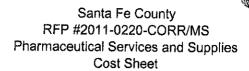
proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

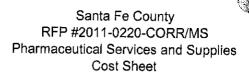
DISCLOSURE OF CONTRIBUTI	ONS;
Contribution Made By:	
Relation to Prospective Contractor:	
Name of Applicable Public Official:	
Date Contribution(s) Made:	
Amount(s) of Contribution(s)	
Nature of Contribution(s)	
Purpose of Contribution(s)	
(Attach extra pages if necessary)	
Signature	Date
Title (position)	•
	OR
NO CONTRIBUTIONS IN THE AC (\$250) WERE MADE to an applicable	GREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS e public official by me, a family member or representative.
Signature Director of Operations Title (position)	June 8, 2011 Date

			Extended
Direction of the second of the	City Dep	Unit Gost	T
Abilify 10mg Tablet	120	\$11.6042	\$1,392.50
Abilify 15mg Tablet	135	\$11.6041	\$1,566.56
Abilify 20mg Tablet	165	\$23.2083	\$3,829.37
Abilify 5mg Tablet	270	\$8.2057	\$2,215.53
Acarbose 25mg Tablet	396	\$0.4229	\$167.47
Acetaminophen 325mg Tab	4,060	\$0.0045	\$18.27
Acetaminophen 500mg Cplt	3,120	\$0.0076	\$23.71
Aciphex 20mg Tab	30	\$6.2773	\$188.32
Actoplus 15/500mg Tab	60	\$3.7240	\$223.44
Actos 15mg Tablet	70	\$4.9013	\$343.09
Actos 30mg Tablet	120	\$7.4907	\$898.88
Acyclovir 200mg Capsule	60	\$0.0378	\$2.27
Acyclovir 400mg tab (30)	90	\$0.1204	\$10.84
Acyclovir 400mg Tablet	210	\$0.1204	\$25.28
Advair 100/50mcg Diskus	360	\$2.7575	\$992.70
Advair 250/50mcg Diskus	240	\$3.4262	\$822.29
Albuterol Inh Sol UD	1,065	\$0.0441	\$46.97
Allopurinol 100mg Tab-3	30	\$0.0203	\$0.61
Allopurinol 300mg Tablet	210	\$0.0576	\$12.10
Amantadine 100mg Capsule	30	\$0.1727	\$5.18
Amiodarone 200mg Tab (30)	60	\$0.1062	\$6.37
Amiodarone 200mg Tablet	150	\$0.1062	\$15.93
Amitriptyline 100mg Tab	390	\$0.0389	\$15.17
Amitriptyline 25mg Tab	90	\$0.0126	\$1.13
Amitriptyline 25mg Tab-	300	\$0.0125	\$3.75
Amitriptyline 50mg Tab	9,300	\$0.0150	\$139.50
Amitriptyline 75mg Tab	45	\$0.0336	\$1.51
Amlodipine 10mg Tablet	630	\$0.1107	\$69.74
Amlodipine 2.5mg Tablet	90	\$0.0766	\$6.89
amLODIPine 5mg Tablet	360	\$0.0802	\$28.87
Amox/Clav 875mg Tablet	1,058	\$0.7637	\$807.99
Amox/Clav-500mg	270	\$0.7350	\$198.45
Amoxapine 100mg Tablet	120	\$0.5694	\$68.33
Amoxapine 25mg Tablet	90	\$0.2107	\$18.96
Amoxapine 50mg Tablet	90	\$0.3067	\$27.60
Amoxicillin 500mg Cap	4,000	\$0.1009	\$403.60
Amoxicillin 500mg Capsule	232	\$0.1009	\$23.41
Analpram-HC 1% Cream	150	\$2.2713	\$340.70
Antacid Suspension	9,585	\$0.0041	\$39.30
Anucort-HC 25mg Supp	163	\$0.8388	\$136.72
Anu-MED Suppository	10	\$0.0830	\$0.83

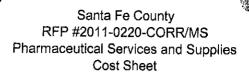




Drug	etyDen	United	Extended Costs
Aricept 10mg Tablet	30	\$0.0597	\$1.79
Artificial Tears Eye Oi	7	\$0.7143	\$5.00
Artificial Tears Sol.	240	\$0.0940	\$22.56
Aspir- 81mg chew tab -30	1,680	\$0.0158	\$26.54
Aspirin 81mg Chew Tab	30	\$0.0157	\$0.47
Aspirin EC 325mg Tablet	3,000	\$0.0060	\$18.00
Aspir-low 81mg EC tablet	328	\$0.0050	\$1.64
Atacand 32mg Tablet	30	\$2.9353	\$88.06
Atenolol 100mg Tab	60	\$0.0147	\$0.88
Atenolol 25mg tab (30)	720	\$0.0087	\$6.26
Atenolol 50mg Tab	30	\$0.0113	\$0.34
Atenolol 50mg tab (30)	300	\$0.0112	\$3.36
Atripla 200-300-600mg Tab	30	\$53.1533	\$1,594.60
Atropine 1mg/10ml Syringe	60	\$0.2303	\$13.82
Atrovent HFA Inhaler	52	\$12.3535	\$637.44
Auroguard Otic Solution	60	\$0.4107	\$24.64
Avapro 150mg Tablet	150	\$2.5576	\$383.64
AVC 15% Vaginal Cream	120	\$0.4013	\$48.16
Avelox 400mg Tablet	30	\$15.9900	\$479.70
Azithromycin 250mg Tab	240	\$1.2083	\$289.99
Azithromycin 500mg Tab	150	\$2.7083	\$406.25
Azopt 1% Op Sus	10	\$9.9170	\$99.17
B&L Renu Rewetting Drops	15	\$0.2893	\$4.34
Bacitracin Zinc Ointment	56	\$0.0429	\$2.40
Bactroban 2% Cream	15	\$3.0633	\$45.95
Bactroban Nasal 2% Oint	10	\$8.5940	\$85.94
Benazepril 10mg Tablet	30	\$0.0347	\$1.04
Benicar 20mg Tablet	60	\$2.4697	\$148.18
Benz Peroxide 10% Gel	1,020	\$0.0393	\$40.09
Benz Peroxide 5% Gel	1,485	\$0.0336	\$49.90
Benz Peroxide 5% Lotio	30	\$0.0497	\$1.49
Benzoyl Peroxide 10% Gel	43	\$0.0393	\$1.67
Benztropine 1mg Tab	30	\$0.0353	\$1.06
Benztropine 1mg Tab (30)	180	\$0.0352	\$6.34
Benztropine 1mg Tablet	1,110	\$0.0352	\$39.07
Benztropine 2mg Tab-30	690	\$0.0470	\$32.43
Betam Dp 0.05% Cream	225	\$0.9280	\$208.80
Betameth Dp 0.05% Oint	90	\$1.1329	\$101.96
Bicillin LA 1.2munit/2ml	8	\$23.9100	\$191.28
Blephamide Opht Susp	75	\$9.4740	\$710.55
Buprenorphine 8mg SL Tab	30	\$2.4443	\$73.33



			Extended
Drug	Oty Dsp		
buPROPion 100mg ER Tab-30	30	\$0.2663	\$7.99
buPROPion 100mg Tablet	210	\$0.1360	\$28.56
buPROPion 75mg Tablet	1,840	\$0.2966	\$545.74
buPROPion Hcl 100mg Tab	1,000	\$0.1360	\$136.00
Bupropion Hcl 150mg Sr Ta	30	\$0.2607	\$7.82
buPROPion SR 100mg Tab	284	\$0.2663	\$75.63
buPROPion XL 300mg Tablet	180	\$0.6300	\$113.40
buPROPion-SR 150mg Tab	930	\$0.2607	\$242.45
buPROPion-SR 200mg Tab	420	\$0.5367	\$225.41
busPlRone 10mg Tab-30	1,860	\$0.0371	\$69.01
busPIRone 10mg Tablet	28	\$0.0371	\$1.04
BusPIRone 15mg Tab	30	\$0.0383	\$1.15
busPIRone 15mg Tablet	2,580	\$0.0382	\$98.56
busPiRone 30mg Tablet	780	\$0.5948	\$463.94
Calamine Lotion	118	\$0.0061	\$0.72
Calcipotriene 0.005% Sol	120	\$1.4077	\$168.92
Calcium 600 Tablet	60	\$0.0418	\$2.51
Calcium Cit.+D Caplet	90	\$0.0478	\$4.30
Campral 333mg Tablet	30	\$0.8217	\$24.65
carBAMazepine 100mg Tab 3	60	\$0.0353	\$2.12
Carbamazepine 200mg T (30	90	\$0.0296	\$2.66
carBAMazepine 200mg Tab	56	\$0.0296	\$1.66
Carbamide Perx 6.5% Otic	75	\$0.0627	\$4.70
Cardizem CD 360mg Cap	14	\$8.2814	\$115.94
Carvedilol 12.5mg Tab	90	\$0.0307	\$2.76
Carvedilol 25mg Tab	60	\$0.0307	\$1.84
Carvedilol 3.125mg Tablet	60	\$0.0307	\$1.84
Carvedilol 6.25mg Tab	90	\$0.0307	\$2.76
Cdp 25mg Capsule	1,950	\$0.0569	\$110.96
cefTRIAXone 1gm Vial	51	\$2.0000	\$102.00
cefTRIAXone 250mg Vial	1	\$0.8600	\$0.86
Cephalexin 500mg Capsule	3,080	\$0.0700	\$215.60
Cetirizine 10mg Tablet	100	\$0.0652	\$6.52
Chlorhexidine 0.12% Rinse	473	\$0.0041	\$1.94
Chlorpheniramine 4mg Tab	12,147	\$0.0041	\$49.80
Chlorpromaz 100mg Tab(30)	30	\$0.1303	\$3.91
Chlorpromaz 25mg tab (30)	60	\$0.0865	\$5.19
Chlorpromaz. 50mg Tab-30	90	\$0.1009	\$9.08
Ciprofloxac. 500mg Tab-30	300	\$0.0600	\$18.00
Ciprofloxacin 500mg Tab	18	\$0.0600	\$1.08
Cipro-HC Otic Susp	10	\$12.0420	\$120.42



Drug	Oty Dsp	Unit Cost	Extended Costs
Citalopram 10mg Tablet	126	\$0.0235	\$2.96
Citalopram 20mg Tablet	8,920	\$0.0282	\$251.54
Citalopram 40mg Tablet	59	\$0.0447	\$2.64
Clarithromycin 500mg Tab	114	\$0.3183	\$36.29
Clear Eyes 0.012% Drops	45	\$0.1840	\$8.28
Clindamycin 1% Gel	60	\$0.4420	\$26.52
Clindamycin 150mg Capsule	2,056	\$0.0675	\$138.78
Clobetasol 0.05% Cream	45	\$0.0724	\$3.26
Clonazepam 0.5mg Tab (30	750	\$0.0177	\$13.28
clonazePAM 1mg Tablet	1,050	\$0.0201	\$21.11
clonazePAM 2mg Tabl(30)	240	\$0.0264	\$6.34
cloNIDine 0.1mg Tab(30)	990	\$0.0186	\$18.41
Clotrimazole 1% Cream	3,444	\$0.0468	\$161.18
Clotrimazole 1% Crm 15g	480	\$0.2060	\$98.88
Clozapine 100mg Tablet	14	\$0.9307	\$13.03
Clozapine 25mg Tablet	14	\$0.3821	\$5.35
Coal Tar 2% Lotion(cmpnd)	100	\$0.0038	\$0.38
Coly-mycin S Otic Drops	5	\$5.9460	\$29.73
Combigan 0.2-0.5% Ophth	10	\$14.1600	\$141.60
Combivent Inhaler	176	\$11.9218	\$2,103.01
Cortane-B Ear Drops	10	\$1.9450	\$19.45
Crestor 10mg Tablet	30	\$2.0710	\$62.13
Crestor 20mg Tablet	120	\$2.0712	\$248.54
Crestor 40mg Tablet	14	\$4.1421	\$57.99
Cromolyn Sod. 4% Eye Drop	10	\$0.4680	\$4.68
Cyanocobalamin 1000mcg/m	5	\$0.7740	\$3.87
Cyclobenzaprine 10mg Tab	3,488	\$0.0238	\$83.01
Cymbalta 20mg Capsule	60	\$4.4393	\$266.36
Cymbalta 30mg Capsule	270	\$4.9783	\$1,344.14
Cymbalta 60mg Capsule	120	\$4.9783	\$597.40
D5W 100mL SINGLE IV BAGS	5	\$1.2500	\$6.25
Deep Sea Nasal Spray	44	\$0.0143	\$0.63
Desipramine 50mg Tablet	30	\$1.5777	\$47.33
Dextrose 50% Inj Syringe	200	\$0.0808	\$16,16
Dicyclomine 20mg Tablet	86	\$0.0347	\$2.98
Dicyclomine 20mgtab (30	2,460	\$0.0347	\$85.36
Digoxin 0.25mg tab(30)	90	\$0.0930	\$8.37
Diltiazem 120mg Tablet	30	\$0.0813	\$2.44
Diltiazem 30mg tab (30)	120	\$0.0245	\$2.94
Diltiazem CD 120mg Cap	120	\$0.2562	\$30.74
Diltiazem CD 120mg Cp(30	90	\$0.2562	\$23.06



	Belgin San Oraci		B Colombian Colombia
Drug	Qty Dsp	Unit Cost	Extended Costs
Diltiazem CD 180mg Cap	90	\$0.3074	\$27.67
Diovan 160mg Tablet	60	\$2.8102	\$168.61
Diovan-HCT 160/12.5 tab	60	\$3.0583	\$183.50
Diphenhyd. 50mg/ml vial	22	\$0.6664	\$14.66
Diphenhydr 12.5mg/5ml El	473	\$0.0055	\$2.60
Diphenhydram. 50mg Cap-30	360	\$0.0117	\$4.21
DiphenhydrAMINE 25MG Cap(750	\$0.0114	\$8.55
Divalproex *ER* 250mg Tab	30	\$0.1000	\$3.00
Divalproex *ER* 500mg Tab	90	\$0.1781	\$16.03
Divalproex EC 250mg tab	300	\$0.0593	\$17.79
Divalproex EC 500mg Tab	1,530	\$0.1068	\$163.40
Docusate Sod 100mg Cap	5,300	\$0.0103	\$54.59
Dovonex 0.005% Cream	660	\$4.7195	\$3,114.87
Doxazosin 2mg Tab (30)	30	\$0.0387	\$1.16
Doxazosin 2mg Tablet	10	\$0.0390	\$0.39
Doxepin 100mg Capsule	450	\$0.0788	\$35.46
Doxepin 25mg cap (30)	360	\$0.0309	\$11.12
Doxepin 25mg Capsule	270	\$0.0309	\$8.34
Doxepin 50mg cap (30)	1,380	\$0.0446	\$61.55
Doxepin 50mg Capsule	120	\$0.0446	\$5.35
Doxepin 75mg Cap (30)	270	\$0.0624	\$16.85
Doxepin 75mg Capsule	420	\$0.0624	\$26.21
Doxycycline 100mg Cap	1,530	\$0.0382	\$58.45
Duetact 30-4mg Tab	15	\$7.4907	\$112.36
Dyrenium 50mg Capsule	30	\$1.2113	\$36.34
Effexor-XR 150mg Cap	60	\$0.2063	\$12.38
Enalapril 10mg Tablet	210	\$0.0120	\$2.52
Enalapril 5mg Tab (30)	150	\$0.0097	\$1.46
EPINEPHrine 0.1mg/ml Ab	60	\$0.1852	\$11.11
Epipen Auto Inj. 2/pack	2	\$80.8300	\$161.66
Epivir 300mg Tablet	150	\$12.7287	\$1,909.31
Erythromy-Benzoyl Gel	47	\$0.8266	\$38.52
Erythromycin 2% Gel	60	\$0.2832	\$16.99
Erythromycin 2% Top. Sol	420	\$0.2065	\$86.73
Erythromycin Ophth Oint	4	\$3.9143	\$13.70
Estraderm 0.05mg Patch	8	\$7.2450	\$57.96
Estradiol 0.5mg Tablet	30	\$0.0370	\$1.11
Estradiol 2mg Tablet	30	\$0.0357	\$1.07
Estr-MethylTest 1.25/2.5	30	\$0.4917	\$14.75
Estropipate 0.75mg Tab	60	\$0.1842	\$11.05
Eye Wash Solution	240	\$0.0109	\$2.62

			Extended
Drug Drug	Qty Dsp	Unif Cost	Costa
Ferrous Gluc. 324mg Tab	120	\$0.0394	\$4.73
Ferrous Sulf 324mg Tab EC	90	\$0.0056	\$0.50
Ferrous Sulf 325mg Tab	300	\$0.0056	\$1.68
Finasteride 5mg Tablet	60	\$0.2728	\$16.37
Fish Oil 1000mg Capsule	30	\$0.0313	\$0.94
Fixodent Denture Crm.	136	\$0.0584	\$7.94
Fixodent Denture Hold Crm	39	\$0.0662	\$2.58
Flovent HFA 220mcg Inh	12	\$17.2450	\$206.94
Flovent HFA 44mcg Inhaler	11	\$9.3868	\$99.50
Fluconazole 150mg Tab	10	\$0.2040	\$2.04
Fluconazole 150mg Tab -7	14	\$0.2043	\$2.86
Flulaval 2010-11 Vial	90	\$14.0200	\$1,261.80
FLUoxetine 20mg Capsule	7,210	\$0.0168	\$121.13
Fluphenazine 5mg Tablet	60	\$0.0767	\$4.60
Fluphenazine 5mgtab-30	150	\$0.0766	\$11.49
Fluphenazine Hcl 5mg Tab	30	\$0.0767	\$2.30
Fluticasone 0.05% Nasal S	48	\$1.2075	\$57.96
Folic acid 1mg tab (30)	240	\$0.0195	\$4.68
Folic Acid 1mg Tablet	30	\$0.0197	\$0.59
Furosemide 20mg Tab	30	\$0.0073	\$0.22
Furosemide 20mg tab (30)	720	\$0.0074	\$5.33
Gabapentin 100mg Cap	780	\$0.0378	\$29.48
Gabapentin 300mg Capsule	11,310	\$0.0684	\$773.60
Gabapentin 600mg Tablet	240	\$0.3990	\$95.76
Gemfibrozil 600mg Tab-3	1,050	\$0.1335	\$140.18
Gemfibrozil 600mg Tablet	684	\$0.1335	\$91.31
Geodon 20mg Capsule	210	\$6.5198	\$1,369.16
Geodon 40mg Cap (30)	30	\$6.5197	\$195.59
Geodon 60mg Capsule	90	\$7.9122	\$712.10
Geodon 80mg Cap (30)	570	\$7.9122	\$4,509.95
Geodon 80mg Capsule	30	\$7.9123	\$237,37
Glimepiride 4mg Tablet	58	\$0.0500	\$2.90
glipiZIDE 5mg tab (30)	60	\$0.0148	\$0.89
glipiZIDE 5mg Tablet	1,000	\$0.0148	\$14.80
Glipizide ER 10 MG	100	\$0.2059	\$20.59
glipiZIDE ER 10mg Tablet	120	\$0.2059	\$24.71
Glucagon Emer Kit	3	\$114.6600	\$343.98
glyBURIDE 5mg Tab	240	\$0.0426	\$10.22
glyBURIDE 5mg tab-30	150	\$0.0426	\$6.39
guaiFENesin 200mg Tablet	118	\$0.0270	\$3.19
Guaifenesin DM A/F Syrup	6,149	\$0.0046	\$28.29



			Extended:
Drug	Oty Dsp		
Haloperidol 10mg Tablet	30	\$0.4680	\$14.04
Haloperidol 1mg tab (30)	150	\$0.0754	\$11.31
Haloperidol 1mg Tablet	120	\$0.0754	\$9.05
Haloperidol 20mg Tab-30	60	\$0.9927	\$59.56
Haloperidol 20mg Tablet	90	\$0.9927	\$89.34
Haloperidol 2mg tab-30	120	\$0.0998	\$11.98
Haloperidol 2mg Tablet	420	\$0.0998	\$41.92
Haloperidol 5mg Tab (30)	270	\$0.1113	\$30.05
Haloperidol 5mg Tablet	60	\$0.1113	\$6.68
Hctz 25mg Tablet	180	\$0.0086	\$1.55
Hemorrhoidal Suppositor	60	\$0.1250	\$7.50
Hibiciens 4% Liquid	591	\$0.0211	\$12.47
HumaLOG 100unit Vial	90	\$10.0910	\$908.19
HumaLOG Mix 75/25 Vial	10	\$9.6380	\$96.38
HumuLIN 70/30 Vial	50	\$3.7180	\$185.90
HumuLIN R 100unit Vial	40	\$3.7180	\$148.72
Hydroc/Apap 5/325 Tab(30)	60	\$0.1093	\$6.56
Hydroc/apap 5/500mg-30	3,450	\$0.0228	\$78.66
Hydroc-Apap 7.5mg/15ml	1,243	\$0.0112	\$13.92
Hydrochlorothiazide 25mg	4,000	\$0.0086	\$34.40
Hydrocort 1% Crm-Aloe	85	\$0.0704	\$6.00
Hydrocortisone 0.5% Cream	57	\$0.0843	\$4.78
Hydrocortisone 1% Cream	1,456	\$0.0293	\$42.66
Hydrocortisone 1% Lotio	472	\$0.0400	\$18.88
Hydrocortisone 1% Oint	280	\$0.0293	\$8.20
Hydrocortisone 2.5% Cr	30	\$0.0563	\$1.69
HydrOXYzine HCI 25mg Tab	540	\$0.0447	\$24.14
HydrOXYzine Pam 25mg Cap	3,160	\$0.0457	\$144.41
HydrOXYzine Pam 50mg Cap	13,280	\$0.0568	\$754.30
Hyoscyamine 0.125mg Tab	180	\$0.1631	\$29.36
Ibuprofen 400mg Tablet	240	\$0.0234	\$5.62
Ibuprofen 600mg Tablet	2,060	\$0.0280	\$57.68
Ibuprofen 800mg Tablet	32,822	\$0.0355	\$1,165.18
Indomethacin 25mg Cap	300	\$0.1397	\$41.91
Indomethacin 50mg Cap	60	\$0.1653	\$9.92
Indomethacin 50mg Cap(30)	240	\$0.1653	\$39.67
Indomethacin 50mg Capsu	210	\$0.1653	\$34.71
Indomethacin 75mg Cp SA	240	\$1.9523	\$468.55
Insta-Glucose Gel	186	\$0.1204	\$22.39
Intelence 100mg Tablet	150	\$6.2596	\$938.94
Invega 6mg Tab	60	\$14.6700	\$880.20

			Extended
Drug	Qty Dsp	Unit Cost	Costs
lprat/Albuterol. Sol UD	90	\$0.0746	\$6.71
Isentress 400mg Tab	450	\$15.9427	\$7,174.22
Isoniazid 300mg Tab 30 P	60	\$0.0458	\$2.75
Isoniazid 300mg Tablet	84	\$0.0460	\$3.86
Isosorbide MN 30mg Tab	30	\$0.2133	\$6.40
Janumet 50-500mg Tablet	14	\$3.3157	\$46.42
Januvia 100mg Tablet	210	\$6.6313	\$1,392.57
Kenalog-40 40mg/ml SDV	5	\$8.0200	\$40.10
Ketoconazole 2% Cream	30	\$0.1323	\$3.97
Ketorolac 10mg Tablet	30	\$0.1233	\$3.70
Lactulose 10gm/15ml Syr	8,987	\$0.0066	\$59.31
lamoTRIgine 100mg Tab	480	\$0.0653	\$31.34
lamoTRIgine 150mg Tab	570	\$0.1012	\$57.68
lamoTRigine 200mg TAB	30	\$0.0997	\$2.99
lamoTRIgine 25mg Chew Tab	60	\$0.2647	\$15.88
LamoTRIgine 25mg Tab	480	\$0.0653	\$31.34
lamoTRigine 25mg Tablet	30	\$0.0653	\$1.96
Lansoprazole 30mg Capsule	90	\$1.0432	\$93.89
Lantus (insulin Glargin)	620	\$9.6390	\$5,976.18
Leader glucose orange chw	120	\$0.0500	\$6.00
Levemir 100 Units/ml Vial	90	\$9.2790	\$835.11
Levetiracetam 1000mg Tab	600	\$0.3402	\$204.12
Levetiracetam 250mg Tab	150	\$0.3737	\$56.06
Levetiracetam 500mg Tab	810	\$0.4345	\$351.95
Levora-28 Tablet	56	\$0.6825	\$38.22
Levothroid 75mcg Tab-30	210	\$0.0933	\$19.59
Levothyroxine 100mcg Tab	210	\$0.0917	\$19.26
Levothyroxine 125mcg Tab	60	\$0.1078	\$6.47
Levothyroxine 137mcg Tab	30	\$0.1193	\$3.58
Levothyroxine 150mcg Tab	210	\$0.1158	\$24.32
Levothyroxine 175mcg Tab	60	\$0.1477	\$8.86
Levothyroxine 200mcg Tab	210	\$0.1480	\$31.08
Levothyroxine 25mcg Tab	300	\$0.0756	\$22.68
Levothyroxine 50mcg Tab	300	\$0.0767	\$23.01
Lexapro 10mg Tablet	30	\$1.7170	\$51.51
Lexapro 10mg Tablet (30	90	\$1.7170	\$154.53
Lexapro 20mg Tablet	99	\$3.4340	\$339.97
Lidocaine 1%/epin. Inj	20	\$0.0670	\$1.34
Lidocaine 2% 100mg Syr	15	\$0.5800	\$8.70
Lidocaine 2% W/epin Inj	40	\$0.0873	\$3.49
Lidocaine Hcl 1% Vial	150	\$0.0253	\$3.80



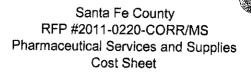
			Extended
Drug - S - W	Qty Dsp	Unit Cost	Costs
Lidocaine Hcl 2% Vial	150	\$0.0208	\$3.12
Lidocaine Viscous 2% Visc	300	\$0.0137	\$4.11
Lipitor 10mg Tablet	30	\$2.9463	\$88.39
Lipitor 20mg Tab	750	\$4.2028	\$3,152.10
Lisinopril 10mg Tablet	120	\$0.0195	\$2.34
Lisinopril 20mg Tablet	10,664	\$0.0271	\$288.99
Lisinopril 30mg Tablet	150	\$0.0396	\$5.94
Lisinopril 40mg Tablet	90	\$0.0446	\$4.01
Lisinopril 5mg tab (30)	150	\$0.0154	\$2.31
Lithium Carb 300mg Caps	3,060	\$0.0222	\$67.93
Lithium Carb-150mg-30-cap	60	\$0.0625	\$3.75
Lithium ER 450mg Tablet	210	\$0.2153	\$45.21
Loperamide 2mg Cap-30	3,420	\$0.0413	\$141.25
Loperamide 2mg Capsule	140	\$0.0413	\$5.78
Loratadine 10mg Tablet	5,640	\$0.0283	\$159.61
LORazepam 0.5mg Tab	180	\$0.0166	\$2.99
LORazepam 1mg tab (30)	630	\$0.0240	\$15.12
LORazepam 2mg tab (30)	480	\$0.0380	\$18.24
LORazepam 2mg/ml SDV	6	\$0.6167	\$3.70
Losartan 25mg Tablet	5	\$0.0260	\$0.13
Losartan 50mg Tablet	240	\$0.0330	\$7.92
Lovastatin 10mg Tab	90	\$0.0393	\$3.54
Lovastatin 10mg Tab-30	60	\$0.0393	\$2.36
Lovastatin 20mg Tab-30	330	\$0.0460	\$15.18
Lyrica 150mg Capsule	330	\$2.3142	\$763.69
Lyrica 50mg Capsule	30	\$2.3143	\$69.43
Lyrica 75mg Capsule	30	\$2.3143	\$69.43
Magic Mouth Wash	2,700	\$0.0018	\$4.86
Magnesium Oxide 400mg T	90	\$0.0286	\$2.57
Meclizine 12.5mg Tab (30)	60	\$0.0268	\$1.61
Meclizine 25mg Tab (30)	120	\$0.0261	\$3.13
Meclizine 25mg Tab chew	30	\$0.0260	\$0.78
Megestrol 40mg/ml Susp	1,200	\$0.0625	\$75.00
Meloxicam 15mg Tab	30	\$0.0277	\$0.83
Meloxicam 7.5mg Tab	14	\$0.0214	\$0.30
Mepron 750mg/5ml Susp	210	\$4.9271	\$1,034.69
Metanx Tablet	60	\$0.8653	\$51.92
metFORMIN 1000mg Tab	360	\$0.0351	\$12.64
metFORMIN 500mg Tab	4,978	\$0.0212	\$105.53
metFORMIN 850mg Tab-30	120	\$0.0312	\$3.74
Metformin 850mg Tablet	60	\$0.0312	\$1.87

Drug 4	Cly Dan	Unit Cost	
metFORMIN ER 750mg Tablet	270	\$0.1239	\$33.45
Methimazole 5mg Tablet	67	\$0.0969	\$6.49
Methocarb. 500mgtab-30	390	\$0.0405	\$15.80
Methocarb. 750mg Tab-30	2,310	\$0.0571	\$131.90
Methocarbamol 750mg Tab	194	\$0.0571	\$11.08
Methotrexate 2.5mg Tablet	78	\$0.1472	\$11.48
Metoclopram. 10mg Tab-3	120	\$0.0270	\$3.24
Metoprolol 100mg Tab	60	\$0.0217	\$1.30
Metoproiol 100mg Tablet	900	\$0.0216	\$19.44
Metoprolol 25mg Tablet	330	\$0.0288	\$9.50
Metoprolol 50mg Tab-30	630	\$0.0185	\$11.66
Metoproiol ER 100mg Tab	10	\$1.0330	\$10.33
Metoprolol ER 50mg Tablet	30	\$0.5853	\$17.56
MetroNIDaz. 250mg Tab-30	150	\$0.0265	\$3.98
MetroNIDazole 500mg (30)	180	\$0.0453	\$8.15
MetroNiDazole 500mg Tab	48	\$0.0452	\$2.17
MG217 Med Tar Oint	214	\$0.0793	\$16.97
Mi-Acid Liquid	1,065	\$0.0041	\$4.37
MI-acid Max Strength Liq	3,195	\$0.0038	\$12.14
Miconazole 2% Vagcr/appl	45	\$0.0444	\$2.00
Miconazole Nit 2% Cream	28	\$0.0415	\$1.18
Milk Of Mag Susp	12,298	\$0.0035	\$43.04
Mirtazapine 15mg Tablet	7,127	\$0.0741	\$528.11
Mirtazapine 30mg Tablet	60	\$0.1093	\$6.56
Mometasone 0.1% Cream	90	\$0.1347	\$12.12
Mucinex 600mg Tablet	1,800	\$0.3584	\$645.12
Mucinex DM 30-600ER Tab	30	\$0.4297	\$12.89
Multivit+Iron Chew	30	\$0.0187	\$0.56
Multi-Vits W/Iron Tablet	30	\$0.0070	\$0.21
Mupirocin 2% Ointment	22	\$0.5205	\$11.45
Mytab Gas 80mg Chew Tab	1,166	\$0.0143	\$16.67
Naloxone 0.4mg/ml Carpjct	5	\$1.3040	\$6.52
Naloxone 1mg/ml Syr 2ml	12	\$6.2475	\$74.97
Naproxen 375mg Tab	88	\$0.0298	\$2.62
Naproxen 500mg Tab	12,854	\$0.0314	\$403.62
Naproxen 500mg Tablet	6,000	\$0.0314	\$188.40
Nasacort AQ Nasal Spray	17	\$4.1455	\$68.40
Nasonex 50mcg Nasal Spr	935	\$6.3076	\$5,897.61
Natural Balance Tears	15	\$0.1153	\$1.73
Neo/Poly/HC Otic Sol.	60	\$1.1830	\$70.98
Neom/poly HC Otic Susp	40	\$1.2290	\$49.16



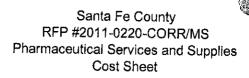
Drog	Qty Pap	Unit Cost	Extended Costé
Nephro-vite Tab	30	\$0.0750	\$2.25
NexIUM 40mg Cap	60	\$5.1507	\$309.04
Niaspan 500mg SA Tablet	150	\$2.3258	\$348.87
Nitrofur (bid) 100mg Cap	90	\$1.9920	\$179.28
Nitrofurantoin 100mg Cap	60	\$0.5758	\$34.55
Nortriptyline 50mg Cap	30	\$0.1503	\$4.51
Norvir 100mg Soft Gel Cap	184	\$8.4010	\$1,545.78
NovoLOG 100u/ml Vial	110	\$10.7560	\$1,183.16
Nulytely Solution	4,000	\$0.0024	\$9.60
Nystatin Suspension	480	\$0.0277	\$13.30
Nystatin/Triamcin Cream	570	\$0.0587	\$33.46
Omega-3 1000mg Softgel	30	\$0.0450	\$1.35
Omega-3 Fish Oil 1000mg C	30	\$0.0450	\$1.35
Omeprazole 20mg Capsule	13,192	\$0.1059	\$1,397.03
Ondansetron 8mg Tablet	30	\$0.1217	\$3.65
Opcon-A Eye Drops	15	\$0.3060	\$4.59
Opti-Clear Eye Drops	15	\$0.0753	\$1.13
Orphenadrine 100mg Tab ER	12	\$0.3083	\$3.70
OXcarbazepine 150mg Tab	90	\$0.1216	\$10.94
OXcarbazepine 300mg Tab	180	\$0.2615	\$47.07
OXcarbazepine 600mg Tab	210	\$0.5310	\$111.51
Oxymetazoline Nasal Spray	15	\$0.0467	\$0.70
Oyst-Cal+D 500mg Tablet	60	\$0.0073	\$0.44
Paroxetine 10mg Tab (30	60	\$0.0933	\$5.60
PARoxetine 20mg Tablet	1,950	\$0.0974	\$189.93
Paroxetine 30mg Tablet	240	\$0.1109	\$26.62
PARoxetine 40mg Tab-30	150	\$0.1185	\$17.78
Patanol 0.1% Eye Drops	10	\$20.7300	\$207.30
Pegasys 180mcg/ml Vial	4	\$451.5700	\$1,806.28
Penicillin VK 500mg Tab	2,000	\$0.1483	\$296.60
Pepcid 40mg/5ml Susp	300	\$0.8838	\$265.14
Perphenazine 4mg Tablet	164	\$0.6809	\$111.67
Phenazopyrid. 200mg Tab	30	\$0.0960	\$2.88
Phenazopyridine 200mg Tab	30	\$0.0960	\$2.88
Phenobarb 30mg Tab (30)	30	\$0.0140	\$0.42
PHENobarbital 100mg Tab	150	\$0.0110	\$1.65
Phenobarbital 60mg Tablet	30	\$0.0713	\$2.14
Phenytoin 100mg Cap	5,750	\$0.0763	\$438.73
Pink Bismuth Chew Tab	60	\$0.0410	\$2.46
Plavix 75mg Tab (30)	180	\$5.9590	\$1,072.62
Plavix 75mg Tablet	44	\$5.9591	\$262.20

			Extended
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Pneumovax 23*MDV	5	\$95.3800	\$476.90
Podocon-25 Liquid	15	\$6.6693	\$100.04
Potassium Chl 10meq Tab	120	\$0.2923	\$35.08
Prazosin 1mg Capsule	3,338	\$0.0795	\$265.37
Prazosin 2mg Capsule	5,364	\$0.1448	\$776.71
Prazosin 5mg Capsule	4,020	\$0.2239	\$900.08
PrednisoLONE ACE 1% Opth	10	\$0.7600	\$7.60
PredniSONE 10mg tab(30)p	120	\$0.0218	\$2.62
Prednisone 10mg Tab-30	30	\$0.0217	\$0.65
PredniSONE 20mg Tablet	90	\$0.0337	\$3.03
PredniSONE 50mg Tablet	60	\$0.1622	\$9.73
PredniSONE 5mg Tab (30)	90	\$0.0088	\$0.79
Prenatal plus tab (30)	180	\$0.0818	\$14.72
Prenatal Plus Tablet	30	\$0.0817	\$2.45
Prenatal Tablet	420	\$0.0818	\$34.36
Prezista 600mg Tablet	240	\$15.7373	\$3,776.95
Primidone 250mg Tablet	15	\$0.0967	\$1.45
Proctozone-HC 2.5% Crea	570	\$0.1110	\$63.27
Promethazine 25mg tab-30	3,390	\$0.0287	\$97.29
Promethazine 25mg Tablet	236	\$0.0287	\$6.77
Promethazine 25mg/ml SDV	75	\$0.7548	\$56.61
Propranolol 10mg Tablet	30	\$0.0157	\$0.47
Propranoloi 20mg Tab (3	450	\$0.0206	\$9.27
Propranolol 40mg Tab-30	180	\$0.0201	\$3.62
Qvar 40mcg Inhaler	9	\$10.9747	\$95.48
Qvar 80mcg Inh 7.3gm	7	\$14.6943	\$107.27
Qvar 80mcg inhaler	9	\$14.6943	\$127.84
Ramipril 5mg Capsule	30	\$0.0533	\$1.60
Ranitidine 150mg Tablet	748	\$0.0180	\$13.46
Ranitidine 15mg/ml Syrup	600	\$0,0430	\$25.80
Ranitidine 300mg Tablet	138	\$0.0292	\$4.03
Ranitidine 75mg	180	\$0.0658	\$11.84
Ranitidine Hcl 150mg Tab	1,050	\$0.0180	\$18.90
Renagel 800mg Tablet	360	\$2.8017	\$1,008.61
Reyataz 300mg Capsule	244	\$30.4973	\$7,441.34
Ribasphere 400mg Tablet	81	\$1.0000	\$81.00
Ribasphere 600mg Table	27	\$1.5000	\$40.50
Ribasphere 600mg Tablet	30	\$1.5000	\$45.00
Risperdal Cons 25mg Kit	5	\$254.4600	\$1,272.30
Risperdal Cons 50mg Kit	11	\$508.9300	\$5,598.23
Risperidone 0.5mg Tablet	390	\$0.0503	\$19.62



Drug.	Ony Dep	Unit Cost	Extended Costs
Risperidone 1mg Tab (30)	1,890	\$0.0539	\$101.87
Risperidone 1mg Tablet	150	\$0.0539	\$8.09
Risperidone 2mg Tab (30)	570	\$0.0898	\$51.19
Risperidone 2mg Tablet	30	\$0.0897	\$2.69
Risperidone 3mg Tablet	630	\$0.1054	\$66.40
Risperidone 4mg Tablet	30	\$0.1423	\$4.27
Salsalate 500mg tab (30)	90	\$0.2181	\$19.63
Salsalate 750mg tab (30)	30	\$0.2800	\$8.40
Selenium Sulf 1% Shampoo	1,035	\$0.0115	\$11.90
Selenium Sulf~2.5%~ Lot	480	\$0.0306	\$14.69
Senna-Gen Tablet	60	\$0.0073	\$0.44
Sensipar 90mg Tablet	30	\$39.8957	\$1,196.87
Serevent Diskus 50mcg	120	\$2.5108	\$301.30
Seroquel 100mg Tab (30)	960	\$4.7977	\$4,605.79
SEROquel 200mg Tab (30)	510	\$7.2356	\$3,690.16
SEROquel 200mg Tablet	43	\$7.2356	\$311.13
SEROquel 300mg tab (30)	390	\$12.3133	\$4,802.19
SEROquel 300mg Tablet	60	\$12.3133	\$738.80
SEROquel 400mg Tablet	390	\$14.4712	\$5,636.53
SEROquel 50mg Tablet	420	\$2.6243	\$1,102.21
Sertraline 25mg Tablet	90	\$0.0354	\$3.19
Sertraline 50mg Tablet	5,090	\$0.0440	\$223.96
Simvastatin 20mg Tab	1,170	\$0.0254	\$29.72
Simvastatin 20mg Tablet	360	\$0.0254	\$9.14
Simvastatin 40mg Tablet	60	\$0.0382	\$2.29
Simvastatin 80mg Tablet	40	\$0.0605	\$2.42
Singulair 4mg Tablet Chew	67	\$4.6706	\$312.93
Sod Chl 0.9% Inh Sol Amps	1,500	\$0.0326	\$48.90
Sodium Bicarb 8.4% Syring	100	\$0.0488	\$4.88
Sotalol 80mg Tablet	30	\$0.0793	\$2.38
Spiriva 18mcg Handihaler	60	\$7.1827	\$430.96
Spironolactone 25mg Tab	90	\$0.0903	\$8.13
Suboxone 2-0.5mg Film SL	480	\$3.5640	\$1,710.72
Suboxone 2-0.5mg SL Tab	210	\$3.6293	\$762.15
Suboxone 8-2mg Film SL	990	\$6.3863	\$6,322.44
Suboxone 8mg-2mg Tablet	300	\$6.5040	\$1,951.20
udogest 60mg Tab (30)	30	\$0.0267	\$0.80
ulfacetamide 10% Opl	15	\$0.0800	\$1.20
ulfacetamide Sod 10% OPL	45	\$0.0800	\$3.60
ulfatrim DS Tab 800/160	1,500	\$0.0504	\$75.60
ulfatrim DS Tablet	1,636	\$0.0504	\$82.45

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			Extended
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Tacrolimus 1mg Capsule	220	\$2.5254	\$555.59
Tamsulosin 0.4mg Capsule	780	\$0.1128	\$87.98
Temazepam 30mg Capsule	37	\$0.0624	\$2.31
Tera-gel Tar 0.5% Shampoo	3,760	\$0.0121	\$45.50
Terazosin 1mg Cap (30)	90	\$0.0398	\$3.58
Terazosin 2mg Cap	90	\$0.0398	\$3.58
Terazosin 5mg Capsule	60	\$0.0398	\$2.39
Terbinafine 1% Cream	30	\$0.2153	\$6.46
Tetanus Diph Tox Syr	2	\$35.1900	\$52.79
Tetanus Toxoid Ads SDV	3	\$60.7280	\$151.82
Tetracycline 250mg Cap	234	\$0.0230	\$5.38
Tetracycline 500mg Cap	90	\$0.0386	\$3.47
Therapeutic Tar Shampoo	2,365	\$0.0079	\$18.68
Thioridazine 100mg Tablet	9	\$0.1711	\$1.54
Tolnaftate 1% Cream	195	\$0.0290	\$5.66
Topiramate 100MG Tab	270	\$0.0500	\$13.50
Topiramate 50mg Tab	120	\$0.0362	\$4.34
Tramadol 100mg ER Tab	300	\$2.3887	\$716.61
Tramadol 50mg Tablet	3,120	\$0.0175	\$54.60
traZODone 100mg Tablet	180	\$0.0329	\$5.92
TraZODone 150mg Tablet	1,500	\$0.0692	\$103.80
traZODone 50mg Tablet	9,029	\$0.0183	\$165.23
Tretinoin 0.01% Gel	135	\$0.5976	\$80.68
Triam/Hctz 75/50 Tab	44	\$0.0266	\$1.17
Triam/hctz 75/50mg tab-30	30	\$0.0267	\$0.80
Triamcinolone 0.1% Crea	1,350	\$0.0869	\$117.32
Triamcinolone 0.1% Cream	2,000	\$0.0869	\$173.80
Triamcinolone 0.1% Oint	240	\$0.0881	\$21.14
Triamcinolone 0.1% Ointme	105	\$0.0881	\$9.25
Triamcinolone 0.5% Crea	90	\$0.4087	\$36.78
Triamt/hctz 37.5/25 tab	30	\$0.0307	\$0.92
Trifluoperazine 1mg Table	30	\$0.2017	\$6.05
Trihexyphenidyl 2mg Tab	14	\$0.0357	\$0.50
Truvada 200-300mg Tablet	304	\$35.1050	\$10,671.92
Tubersol PPD~50~Test	160	\$21.5340	\$3,445.44
Valacyclovir 1gm Tab	30	\$2.7060	\$81.18
Valacyclovir 1gm Tablet	81	\$2.7060	\$219.19
Valacyclovir 500mg Tablet	150	\$1.3727	\$205.91
Vandazole Vag 0.75% Gel	70	\$0.3027	\$21.19
Venlafaxine 75mg Tablet	1,230	\$0.2324	\$285.85
Venlafaxine ER 150mg Cap	603	\$0.2064	\$124.46



			Extended
Drug V	City Date	Unit Cos	-14" C T T T T T T T T T T T T T T T T T T
Venlafaxine ER 150mg Tab	180	\$0.2064	\$37.15
Venlafaxine ER 37.5mg Cap	120	\$0.1194	\$14.33
Venlafaxine ER 75mg Cap	228	\$0.1431	\$32.63
Venlafaxine XR 75mg CAP	360	\$0.1431	\$51.52
VENLAFAXINE XR,150	780	\$0.2064	\$160.99
Ventolin HFA Inhaler	612	\$1.8228	\$1,115.55
Verapamil 120mg Tablet	150	\$0.0628	\$9.42
Verapamil 40mg Tablet	10	\$0.1390	\$1.39
Verapamil SR 180mg Tab	30	\$0.2127	\$6.38
Vials 30-Dram w/Snap Cap	1,400	\$0.0685	\$95.90
Vigamox 0.5% Eye Drop	3	\$24.8500	\$74.55
Viramune 200mg Tablet	300	\$9.0293	\$2,708.79
Viread 300mg Tablet	210	\$22.6623	\$4,759.08
Visine-A Eye Drops	120	\$0.2760	\$33.12
Vit D 50,000int Unit Sof	12	\$0.9092	\$10.91
Vitamin B-1 100mg Tab-3	210	\$0.0101	\$2.12
Vitamin B-6 100mg Tablet	55	\$0.0135	\$0.74
Vitamin B-6 50mg Tablet	28	\$0.0075	\$0.21
Vitamin C 500mg Tablet	30	\$0.0160	\$0.48
Vitamin D 1000unit Cap	30	\$0.0453	\$1.36
Vitamin D3 2000unit Tab	30	\$0.0397	\$1.19
Vytorin 10/40mg Tablet	300	\$3,7906	\$1,137.18
Warfarin Sod 2.5mg Tablet	30	\$0.0497	\$1.49
Warfarin Sod 2mg Tab	90	\$0.0498	\$4.48
Warfarin Sod 3mg Tablet	30	\$0.0497	\$1.49
Warfarin Sod 4mg Tab	30	\$0.0497	\$1.49
Warfarin Sod 5mg Tablet	30	\$0.0497	\$1.49
Warfarin Sod 6mg Tablet	5	\$0.0780	\$0.39
Warfarin Sodium 2.5mg Tab	60	\$0.0498	\$2.99
Warfarin sodium 3mg tab	30	\$0.0497	\$1.49
Warfarin Sodium 5mg Tab	120	\$0.0498	\$5.98
Winthrop carpuject holder	2	\$0.0100	\$0.02
Zincon Dandruff 1% Shampo	240	\$0.0233	\$5.59
Zyprexa 10mg Tablet	630	\$16.5032	\$10,397.02
ZyPREXA 15mg Tablet	150	\$24.7548	\$3,713.22
ZyPREXA 2.5mg Tablet	210	\$9.2786	\$1,948.51
ZyPREXA 20mg Tablet	480	\$33.0064	\$15,843.07
ZyPREXA 5mg Tablet	690	\$10.9515	\$7,556.54
ZyPREXA Zydis 10mg Tablet	30	\$17.4637	\$523.91
ZyPREXA Zydis 20mg Tablet	30	\$33.9667	\$1,019.00
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Drug	Extended City Dsp - Unit Cost Costs
TOTAL	\$2,828.5654 \$221,189.85

Daniel "Danny" Mayfield Commissioner, District 1

Virginia Vigil Commissioner, District 2

Robert A. Anava Commissioner, District 3



Kathy Holian Commissioner, District 4

Liz Stefanics Commissioner, District 5

> Katherine Miller County Manager

MEMORANDUM

DATE:

July 10, 2012

TO:

FROM:

Adam Leigland, Public Works Department Director

VIA:

Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting July 10, 2012

REQUEST APPROVAL OF THE PURCHASE OF A CONSERVATION EASEMENT UNDER THE USDA FARM AND RANCH LANDS PROTECTION PROGRAM ON APPROXIMATELY 17 ACRES OF AGRICULTURAL LAND ON THE SANTA CRUZ RIVER AT RANCHO VALLE FOR \$70,000 ON RECOMMENDATION FROM THE COUNTY OPEN LANDS, TRAILS, AND PARKS ADVISORY COMMITTEE. (Public Works)

BACKGROUND AND SUMMARY:

The Federal Farm and Ranch Lands Protection Program provides an annual budget to States for the purpose of protecting irrigated farm land and ranch lands through the purchase of conservation easements. The program is managed by the National Resource Conservation Service (NRCS). In the case of New Mexico, the budget for this year is \$860,000. Private land owners work with a non-profit Land Trust to acquire, implement, and manage the conservation easements on their land. Through this program, farmers receive funds for placing their lands under a conservation easement and are thereby able to keep their land in production and keep their water rights tied to the land by retiring their development rights.

Since 2009, Julie and Scott Bennett, have been seeking a way to conserve approximately 17 acres of farm land that they own along the Santa Cruz River at Rancho Valle. In 2010, the New Mexico Land Conservancy approached the Bennetts and asked if they would like to apply for Federal Farm and Ranch Land Protection funding to protect their irrigated farm through a conservation easement. The estimated value of the conservation easement is \$400,000. The New Mexico Land Conservancy and the landowners applied for and were successful in retaining funding for the conservation easement through the Program. New Mexico Land Conservancy has an existing cooperative agreement with the National Resource Conservation Service for \$190,000 in funding to purchase a portion of the value of the conservation easement. In order to leverage this federal funding, a non-federal cash match of \$70,000 is required. The partners are requesting the matching

funding from the County in order to move forward to complete the conservation easement by February 2013.

Once the conservation easement is complete, the landowners intend to donate the easement encumbered property to the Santa Fe Farmer's Market Institute. The Farmer's Market plans to use the property as an example of how to make farm land affordable to lower income farmers. The partners understand that this is not just a one-time effort, but has the potential to be replicated on irrigated farm land across Santa Fe County. This model could be highly successful in protecting valuable agricultural land at costs well below outright fee acquisition and will keep land in agricultural production and private ownership. The County's Sustainable Growth Management Plan identifies agriculture as "a key to sustainability and is crucial to sustaining the diversity of cultures, local economy and overall quality of life for residents of the County."

The County will be named as a co-grantee of the conservation easement along with the New Mexico Land Conservancy. New Mexico Land Conservancy will act as the "Managing Grantee" and will have the responsibilities of monitoring and stewarding the conservation easement and will provide reports back to the County on an annual basis. As the co-grantee of the easement, the County will not have to dedicate any operations and maintenance funds to the conservation of the property.

The County Open Lands, Trails, and Parks Advisory Committee (COLTPAC) heard this application at their regular meeting on April 19, 2012 and unanimously recommended that the request go forward to the Board of County Commissioners.

ACTION REQUESTED:

Staff recommends approval to proceed with negotiations for purchase of the conservation easement with the County's matching contribution of \$70,000 on approximately 17 acres of irrigated farm land at Rancho Valle, for which the County will be co-grantee with the New Mexico Land Conservancy, on recommendation from the County Open Lands, Trails, and Parks Advisory Committee.

Daniel "Danny" Mayfield Commissioner, District 1

Virginia Vigil Commissioner, District 2

Robert A. Anaya Commissioner. District 3



Kathy Holian Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller County Manager

MEMORANDUM

DATE:

June 28, 2012

TO:

Board of County Commissioners

FROM:

Adam Leigland, Public Works Department Director

VIA:

Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting July 10, 2012

REQUEST APPROVAL OF THE CAPITAL IMPROVEMENT PLAN AND PROJECT FUNDING TO INCLUDE GRT PROJECTS AND PROPOSED GENERAL OBLIGATION BONDS PROJECTS / PUBLIC WORKS

BACKGROUND AND SUMMARY:

Santa Fe County has initiated the development of a capital outlay project funding plan. The attached list of projects represents proposed projects that can be funded with available Capital Outlay Gross Receipts Tax (GRT) funds and General Obligation Bond (GOB) funds.

Upon approval of this list, staff will begin the preparation of general obligation bond questions that can be placed on the ballot for the general election in November, 2012. Staff will simultaneously begin implementation of the GRT projects and planning for implementation of the GOB projects, pending approval by the electorate.

ACTION REQUESTED:

Staff is requesting approval of the attached proposed list of Capital projects to be funded with \$35 million of General Obligation Bonds and \$21,370,000 of Capital Outlay Gross Receipts Tax funds for a total of \$56,370,000 in capital projects.

FY 13-FY16 Roads GO-Funded Capital Projects

Roads Projects	Project Cost
NE/SE Connector	\$ 5,000,000
CR 55A (General Goodwin Ranch Road) paving	\$ 3,500,000
CR 54 (Los Pinos Road) All Weather Structure	\$ 500,000
CR 113S River Crossing Improvement	\$ 400,000
CR 50F (Entrada La Cienega) 2" asphalt overlay	\$ 200,000
CR77 (Camino La Tierra) 2" asphalt overlay	\$ 700,000
CR 33 (Old Lamy Trail) 2" asphalt overlay	\$ 300,000
Herrada Road paving	\$ 900,000
CR 67F (La Barbaria Road) paving/drainage	\$ 500,000
Road Improvements in Northern SF County	\$ 1,000,000
Torcido Loop Paving / Drainage	\$ 405,000
Bicycle Lane Construction Old Santa Fe Trail	\$ 1,500,000
Cerros Cantando Sub Chip Seal	\$ 178,000
Camino Pacifico Chip Seal	\$ 192,000
CR 50A Paving	\$ 178,000
Avenida Amistad Paving	\$ 194,000
Avenida Buena Ventura Paving	\$ 91,000
Puye Road Chip Seal	\$ 140,000
Spruce Street Chip Seal	\$ 156,000
Glorieta Estates Chip Seal	\$ 200,000
Vista Redondo Chip Seal	\$ 600,000
Pinon Hills Chip Seal	\$ 627,000
Puesta del Sol Chip Seal	\$ 604,000
CR 20B Base Course	\$ 935,000
Total	\$ 19,000,000

FY 13-FY16 Water and Open Space GO-Funded Capital Projects

Water Projects	Project Cost
TL2N (Old Santa Fe Trail Transmission Line)	\$ 850,000
Aquifer Recharge and Storage Phase I	\$ 1,245,000
TL6S (Rancho Viejo - Eldorado Connector Line)	\$ 2,500,000
Quill Water Reclamation Plant-Treatment Improvements	\$ 3,290,000
Greater Glorieta Water Supply Improvements - Phase 1	\$ 1,000,000
SR4NE Connection (Rancho Viejo - Hospital Tanks)	\$ 215,000
Greater Glorieta Wastewater Collection and Water Reclamation	\$ 900,000
Total	\$ 10,000,000
Open Space / Parks Projects	Project Cost
Mt. Chalchihuitl Remediation	\$ 676,000
Santa Fe River Greenway: Frenchy's to Siler Rd. Construction	\$ 3,940,000
Santa Fe River Greenway: El Camino Real Park Construction	\$ 925,000
Thornton Ranch Open Space Design	\$ 200,000
Bennie J. Chavez Park Renovation Design and Construction	\$ 259,000
Total	\$ 6,000,000

FY 13-FY16 GRT-Funded Capital Projects

Longer Term GRT Projects	Project Cost
Old Judicial Courthouse Redevelopment (pending analysis)	\$ 6,750,000
Highway 14 Area Senior / Community Center Construction	\$ 1,145,000
Nancy Rodriguez Center Upgrades	\$ 300,000
Hondo Station Additions	\$ 275,000
Glorieta Pass Fire District Substation	\$ 500,000
La Cienega Main Station Remodel / Addition	\$ 500,000
Ken and Patty Adams Eldorado Senior / Community Center Const	\$ 850,000
Stanley Center	\$ 1,200,000
Northern Santa Fe County Transfer Station	\$ 2,500,000
La Bajada Ranch Programming / Design	\$ 200,000
Public Safety Complex Upgrade Construction	\$ 2,500,000
Local Government Road Fund Matched projects (FY14)	\$ 100,000
Pojoaque Sports Fields Construction	\$ 950,000
Northern Santa Fe County Recreation Fields Property Acquisition	\$ 800,000
Romero Park Construction	\$ 1,000,000
Acquisition of Mutual Domestic Water Systems	\$ 800,000
Commission Priorities / Emergencies (FY14)	\$ 1,000,000
Total Long Term GRT	\$ 21,370,000

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

ORDINANCE NO. 2012-___

AN ORDINANCE ADOPTING THE FIRE PROTECTION EXCISE TAX

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY, NEW MEXICO.

- Section 1. Imposition of Tax. There is imposed on any person, engaging in business in the county area outside of the boundaries of any incorporated municipality, for the privilege of engaging in business in the county area, an excise tax equal to one quarter of one percent (0.25%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this Ordinance is pursuant to the County Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "county fire protection excise tax."
- **Section 2. General Provisions.** This Ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.
- **Section 3. Specific Exemptions.** No County Fire Protection Excise Tax shall be imposed on the gross receipts arising from:
- A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the County area to another point outside the county; or
 - B. direct broadcast satellite services.
- **Section 4. Dedication.** Revenue derived from the county fire protection excise tax will be used for the purpose(s) listed below:
- A. For the purpose of financing the operational, capital outlay and ambulance expenses of the Santa Fe County Fire Department and for no other purpose.
- **Section 5.** Effective Date. The effective date of the county fire protection excise tax shall be either January 1, 2013 or July 1, 2013, whichever date occurs first after the expiration of three months from the date when the results of the election are certified to be in favor of the ordinance's adoption and the adopted ordinance is delivered of mailed to the Taxation and Revenue Department.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY THIS ____ DAY OF AUGUST, 2012.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

By:	
• —	Liz Stefanics, Chair
ATTI	EST:
Valer	ie Espinosa, County Clerk
Appro	oved as to form:
Steph	en C. Ross, County Attorney

EXECUTIVE SESSION

Daniel "Danny" Mayfield Commissioner, District 1

Virginia Vigil Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller County Manager

Dave Sperling Fire Chief

Date:

July 10, 2012

To:

Board of County Commissioners

From:

David Sperling, Fire Chief W

Through:

Pablo Sedillo, Public Safety Director

Katherine Miller, County Manager

Re:

An Emergency Ordinance Declaring Hazardous Fire Conditions and

Imposing Restrictions on Open Fires, Smoking, and Other Ignition

Sources

Background

The County Fire Department is requesting approval of an Emergency Ordinance Declaring Hazardous Fire Conditions and Imposing Restrictions on Open Fires, Smoking and Other Ignition Sources within Santa Fe County. This emergency ordinance is a successor to the previous 30 day emergency ordinance passed in June 2012 and extends restrictions for an additional 30 days. It shall take effect upon approval and expire after 30 days unless renewed at a subsequent Board meeting.

Approval of these emergency restrictions during the month of July is necessitated by persistent and severe drought conditions that have left our wildland fuels tinder dry and explosively combustive. Precipitation has been sporadic and scattered throughout the region and insufficient to alleviate conditions. At the current time the wild land fire danger measurements utilized by the US Forest Service rate local fire conditions as "severe" in areas of our grass land, pinion-juniper, and ponderosa fuel types throughout Santa Fe County and the surrounding areas.

This emergency ordinance will reduce the likelihood of an accidental wildland fire during the next 30 days, improve public and firefighter safety, and preserve property in Santa Fe County.

Action Requested

Approval of the Emergency Ordinance Declaring Hazardous Fire Conditions and Imposing Restrictions on Open Fires, Smoking, and Other Ignition Sources within Santa Fe County. The Fire Chief/Fire Marshal shall have the authority to grant exemptions to the Emergency Ordinance to burn permit applicants after assuring adequate fire protection is available and all reasonable measures have been taken to mitigate the severe fire danger.

SANTA FE COUNTY

ORDINANCE NO. 2012-

AN EMERGENCY ORDINANCE DECLARING HAZARDOUS FIRE CONDITIONS AND IMPOSING RESTRICTIONS ON OPEN FIRES, SMOKING AND OTHER IGNITION SOURCES

Be it ordained by the Board of County Commissioners of Santa Fe County that because the current dry conditions and fire hazards represent a significant and imminent threat to the safety, health and welfare in Santa Fe County, the following prohibitions are hereby **ADOPTED**:

- 1. Consistent with its authority pursuant to NMSA 1978, Section 59A-52-18, the following are prohibited for a period of thirty (30) days within the unincorporated areas of Santa Fe County:
 - a. Campfires
 - b. Open fires of any kind
 - c. Open burning of vegetation or rubbish
 - d. Smoking within a County park, campground or any wildland area except within an enclosed vehicle or building
 - e. Littering on public roadways/areas with ignited smoking materials
 - f. Use of off-road vehicles and motor bikes within county parks, campground and wild land areas
 - g. The issuance of licenses or permits for open burning except as noted below
- 2. The Fire Chief or Fire Marshal shall have the authority to grant exemptions to the Emergency Ordinance to burn permit applicants after assuring that adequate fire protection is available and all reasonable measures have been taken to mitigate the hazardous fire conditions.
- 3. Nothing herein shall be construed to limit the authority or responsibilities of the Santa Fe County Fire Marshal or the Santa Fe County Sheriff under the provisions of other ordinances.
- 4. Any individual, firm, partnership or other entity found violating this emergency ordinance shall be deemed guilty of a petty misdemeanor and shall be punished by imprisonment for up to ninety days or a fine not to exceed three hundred dollars, or both.

This Ordinance shall take effect immediately and shall remain in effect for thirty days.

APPROVED, ADOPTED AND PASSED this _____ day of July, 2012.

BOARD OF COUNTY COMMISSIONERS

Liz Stefanics, Chair
Approved as to form:
jhr
Stephen C. Ross,
Santa Fe County Attorney
Santa re County Attorney
Am
Attest:
Valerie Espinoza,
Santa Fe County Clerk