CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-450– approving a Contract between ScriptClaim Systems, LLC and the City of Joplin.

MEETING DATE
March 17, 2025

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2025-450 Council Bill; Pharmaceutical Services Contract Agreement, 2025-RFP-05-2 Bid Document

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.

SUMMARY
The Health Department requests consideration of Council Bill No. 2025-450 That authorizes a Pharmacy services Agreement between the City of Joplin, Health Department (Department) and ScriptClaim Systems, LLC operating pharmacies located at Walmart and Walmart Neighborhood Markets.

BACKGROUND
The Department contracts with a private pharmacy to provide necessary pharmaceutical services for the Health Department in its agreement with the Community Clinic of Joplin. In the city's agreement with the Community Clinic, Joplin residents that attend the clinic and receive a prescription listed on the formulary from the clinic physicians are then referred to the city's contract pharmacy to have these prescriptions filled. To contain costs, the Department utilizes the generic formulary developed and maintained by the Clinic for the bid process. The generic formulary is a list of generic medications prescribed by the clinic physicians for the clinic patients.

ScriptClaim Systems / Walmart was selected through a recently completed competitive bid process. In this process, a formal bid packet was developed including bid specifications that included the Community Clinic Generic Formulary. Per the bid document, bid prices must remain in effect for a one-year period from the date of a signed agreement.

A RFP for bid request was advertised in the Joplin Globe as well as on the city website. The RFP process was conducted two times. The first RFP received a single bid from Walmart; however the bid was received past the bid deadline. The RFP was reissued with a single sealed bid received within the required timeframe. The single bid was received from Walmart: ScriptClaims Pharmacy $4,150.45

After review of submitted bids, it was deemed that the ScriptClaims Pharmacy submitted the only and best bid. Script Claim Pharmacy is also the current contracted pharmacy provider. The Joplin Health Department and The Community Clinic are pleased with the pharmacy services currently

Being provided by Walmart Pharmacies. Funds are provided in the 2025 fiscal year budget

FUNDING SOURCE
The source of funding is the Health Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on a first reading.

CITY OF
JOPLIN, MISSOURI

BID PACKAGE

#2025-RFP-05-2

for

PHARMACY SERVICES 2025

Joplin Health Department
321 East 4th Street
Joplin, MO 64801
(417) 623-6122
(417) 624-6453 (FAX)

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 10:00 A.M., Monday, February 17, 2025, at the Joplin Health Department located at 321 E. 4th Street, Joplin, Missouri, 64801 to PURCHASE the following:

Pharmacy Services

Specifications and bid forms are available from Ryan Talken, Public Health Director, by calling 417-623-6122 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Haase, CPA
Finance Director

Publication Date: January 31, 2025

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to **PURCHASE** the following:

Pharmacy Services

All bids shall have firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items.

Specification variances, and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may begiven preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3%.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

Minimum information to be submitted with each bid shall consist of the following:

1. Bid Response Form (all 5 pages)

MARK BID ENVELOPES: "BID #2025-RFP-05-2; Pharmacy Services 10:00 A.M., February 17, 2025"

Questions concerning the specifications and bidding procedures should be directed to Misty Hammer, Joplin Health Department at 321 E. 4th St, Joplin, MO, 64801 or by phoning 417-623-6122.

JOPLIN CITY HEALTH DEPARTMENT
BID SPECIFICATIONS FOR PHARMACY SERVICES

GENERAL

It is the intent of these specifications to procure licensed retail pharmacy services to provide prescriptions referred to from the Joplin Community Clinic. The Community Clinic is a not-for-profit health center serving uninsured and underinsured individuals.

TERM OF BID

The bid formulary price shall remain in effect for a one (1) year period from the date of the signed agreement. The contract may be extended one year at a time up to a maximum of five years if agreeable to both parties, and the price is substantially unchanged.

In the event the pharmacy fails to perform to the satisfaction of the City of Joplin, the City may terminate its obligation under this bid 10 days after written notice.

BILLING AND PAYMENT

The pharmacy shall submit separate billing invoices at the end of each month for all the prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay received-if any, and the net price charged to the City after reduced by the co-pay amount.

The City will issue a check within 15 days of receipt of the invoice.

SCOPE OF WORK

For Joplin Community Clinic Prescriptions:
The pharmacy shall fill and invoice to the City only those prescriptions provided on Joplin Community Clinic Prescription Pad. The pharmacy shall utilize the generic formulary provided by the Community Clinic (attached herein on the Bid Proposal Response Form) when filling prescriptions. The only exceptions to this formulary must be approved in advance of filling by the Director of the Community Clinic or the Director of the Joplin City Health Department.

For the contract period specified in this bid request the City shall be charged no more than the price as specified on the Bid Response Form. The bid price for each prescription shall be the total cost including dispensing and pharmaceutical cost. All items on the Bid Response Form are to be **bid as generic**.

All items from the Community Clinic generic formulary and listed on the attached Bid Proposal Response Form must be available from the successful bidder. If an item is not available an equal substitute may be included in the bid, however this must be indicated on the Bid Response Form and/or on an additional attached form.

From time to time during the contract period the Community Clinic may adjust its generic formulary by deleting or adding a different item or formulation. Any potential contractor would be expected to utilize the same competitive pricing structure used for the completion of this bid for the pricing of new items.

The successful bidder may be required by the City to collect a prescription co-pay for some or all prescriptions provided to patients. The value of any co-pay would be deducted from the gross price to the city per prescription. The City will provide the amount of this co-pay, if any, to the successful bidder.

AWARD OF BID

AUDIT SELECTION COMMITTEE

Proposals submitted will be evaluated by a three (3) member Audit Selection Committee selected by the Director of Health, consisting of various Health personnel. The Audit Selection Committee will make its recommendation to the City Council based on its review and scoring of the proposals.

REVIEW OF PROPOSALS

The Audit Selection Committee will use a point formula during the review process to score proposals. Each member of the Audit Selection Committee will first score each technical proposal by each of the criteria described below. The full Audit Selection Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar cost bid will be opened, and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other offerors.

EVALUATION CRITERIA

Pharmacies must meet the mandatory elements listed below to have their proposals accepted. Pharmacies that do not meet the mandatory elements listed below will be eliminated from further consideration.

Mandatory Elements

1. The pharmacy is licensed to practice in the State of Missouri.
2. The pharmacy has no conflict of interest regarding any other work performed by the pharmacy for the City.
3. The pharmacy adheres to the instructions in this request for proposals on preparing and submitting the proposal.
4. The proposal demonstrates that the pharmacy understands the objectives, the City's needs and the final products to be delivered.
5. The proposal demonstrates an adequate intention of starting the pharmaceutical services within 30 days of awarding the contract.
6. The pharmacy shall have at least one brick and mortar location within the Corporate City Limits of Joplin Missouri.

Pharmacy proposals that meet the above mandatory elements will be evaluated and scored using the following three (3) sets of criteria:

1. **Price**: (Maximum Points = 50)
   - The objective of the bid is to fill a single order of the formulary presented in the document at the dosage and quantity listed.
   - The sum total of the prices submitted on the bid document will be used to determine the score.

2. **Convenience**: (Maximum Points = 25)
   - The hours of operation allowing patients to fill prescriptions beyond the hours of 8-5 Monday through Friday will be awarded higher points.
   - The pharmacy should have operations that are convenient to the patients of the Joplin Community Clinic, as well as to the staff and general operations of the Community Clinic.

3. **Location**: (Maximum Points = 25)
   - Pharmacies with multiple locations in Joplin city limits will be awarded higher scoring.
   - The physical location(s) of the pharmacies will be taken into consideration for access by patients of the Community Clinic. Patients may not have access to reliable transportation and be dependent on ride share or public transport.

FINAL SELECTION

The City Council will select a pharmacy based upon the recommendation of the Audit Selection Committee following its evaluation of proposals received.

It is anticipated that the pharmacy will be selected by February 1, 2025. Following notification of the pharmacy selected, it is expected a contract will be executed between both parties during February of 2025.

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the pharmacy of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the pharmacy selected.

The City reserves the right without prejudice to reject any or all proposals.

BID RESPONSE FORM

Please return all following 5 pages.

BID #2025-RFP-05-2, Pharmacy Services

FY2025 Proposed City Formulary

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Acetaminophen (liquid)	160mg/5cc	pain	120mL	$13.07
Acyclovir (tabs)	400mg	Antiviral	35	$17.61
Acyclovir (tabs)	800mg	Antiviral	35	$23.74
Albuterol HFA (inhaler)	90mcg	asthma	9g (1 inhaler)	$22.00
Albuterol (ampules)	2.5mg/3mL	asthma	1 box/75mL (25 vials)	$19.23
Alendronate (tabs)	35mg	osteoporosis	12	$31.51
Alendronate (tabs)	70mg	osteoporosis	12	$31.06
Allopurinol (tabs)	100mg	gout	90	$37.48
Allopurinol (tabs)	300mg	gout	90	$30.88
Amlodipine (tabs)	2.5mg	hypertension	90	$24.00
Amlodipine (tabs)	5mg	hypertension	90	$24.00
Amlodipine (tabs)	10mg	hypertension	90	$24.00
Amitriptyline (tabs)	25mg	tri-cyclic antidepressant, pain, sleep	90	$10.00
Amitriptyline (tabs)	50mg	tri-cyclic antidepressant, pain, sleep	90	$10.00
Amoxicillin (liquid)	250mg/5cc	antibiotic	150mL	$18.35
Amoxicillin (capsules)	500mg	antibiotic; penicillin	20	$18.86
Amoxicillin (tabs)	875mg	antibiotic	20	$16.40
Aspirin (tabs)	81mg	platelet aggregate inhibitor, NSAID	90	$10.15
Atenolol (tabs)	25mg	hypertension; heart rate control; b-blocker	90	$10.00
Atenolol (tabs)	50mg	hypertension; heart rate control; b-blocker	90	$10.00
Atorvastatin (tabs)	10mg	statin: hyperlipidemia	90	$28.36
Atorvastatin (tabs)	20mg	statin: hyperlipidemia	90	$28.06
Atorvastatin (tabs)	40mg	statin: hyperlipidemia	90	$29.23
Augmentin (tabs)	875mg/125 mg	penicillin antibiotic	20	$22.23
Azithromycin (tabs)	250mg (5 day)	macrolide antibiotic	6	$16.83
Azithromycin (tabs)	500mg (3 day)	macrolide antibiotic	7	$9.06
Benzonatate (perles)	100mg	antitussive	30	$18.56
Benzonatate (perles)	200mg	antitussive	30	$19.64
Benzoyl peroxide (wash)	10%	acne treatment	237g bottle	$20.83
Bupropion SR (tabs)	150mg	antidepressant	90	$20.97
Bupropion XL (tabs)	150mg	antidepressant	90	$35.23
Bupropion XL (tabs)	300mg	antidepressant	90	$40.27
Carafate (tabs)	1gm	Uncontrolled gERD	180	$40.24
Carbamide Peroxide (otic solution)	6.5%	ear wax	15mL	$13.85
Carvedilol (tabs)	6.25mg	hypertension; heart rate control; b-blocker	180	$24.97
Carvedilol (tabs)	12.5mg	hypertension; heart rate control; b-blocker	180	$25.45

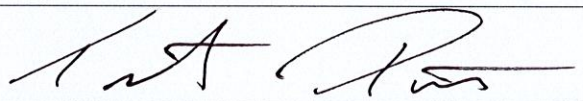
Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Carvedilol (tabs)	25mg	hypertension; heart rate control; b-blocker	180	$27.11
Cefdinir (caps)	300mg	cephalosporin antibiotic-3rdgeneration	20	$26.85
Cephalexin (caps)	500mg	cephalosporin antibiotic-1stgeneration	21	$17.73
Chlorhexidine (oral rinse)	0.12%	Antiseptic, germicide	473mL	$10.41
Ciprofloxacin (tabs)	250mg	quinolone antibiotic	14	$16.95
Ciprofloxacin (tabs)	500mg	quinolone antibiotic	14	$17.54
Citalopram (tabs)	10mg	SSRI	90	$10.00
Citalopram (tabs)	20mg	SSRI	90	$10.00
Citalopram (tabs)	40mg	SSRI	90	$10.00
Clindamycin (solution)	1%	acne treatment	60mL	$28.27
Clindamycin (caps)	150mg	antibiotic	30	$20.12
Clobetasol (cream)	0.05%	psoriasis	60gm tube	$24.72
Clonidine (tabs)	0.1mg	central acting anti-hypertensive	90	$6.10
Clopidogrel (tabs)	75mg	anti-platelet	90	$28.35
Clotrimazole (cream)	1%	topical antifungal	30gm tube	$20.68
Cortisporin otic (solution)		antibacterial, ear infections	1 bottle	$61.97
Cyclobenzaprine (tabs)	10mg	muscle relaxant	90	$25.86
Dicyclomine (caps)	10mg	forgI muscle spasms	90	$26.18
Diclofenac (gel)	1%	NSAID for pain	100gm tube	$29.94
Diphenhydramine (liquid)	12.5mg/5cc	antihistamine	120mL	$18.56
Diltiazem CD (caps)	120mg	hypertension; heart rate control; Ca Ch blocker	90	$41.08
Diltiazem CD (caps)	180mg	hypertension; heart rate control; Ca Ch blocker	90	$44.53
Diltiazem CD (caps)	240mg	hypertension; heart rate control; Ca Ch blocker	90	$49.54
Docusate Calcium (caps)	240mg	stool softener	90	$13.09
Docusate Sodium (caps)	100mg	stool softener	90	$14.82
Doxazosin (tabs)	1mg	hypertension	90	$24.00
Doxazosin (tabs)	2mg	hypertension	90	$24.00
Doxycycline Hyclate (caps or tabs)	100mg	tetracycline antibiotic	20	$16.27
Duloxetine (caps)	30mg	SSNRI, depression, pain	90	$31.93
Duloxetine (caps)	60mg	SSNRI, depression, pain	90	$34.19
Erythromycin (eye ointment)	0.5%	ophthalmic anti-infective	3.5gm tube	$22.01
Escitalopram (tabs)	10mg	SSRI, depression	90	$26.68
Escitalopram (tabs)	20mg	SSRI, depression	90	$31.11
Famotidine (tabs)	20mg	H2 blocker, stomach acid	60	$16.38
Famotidine (tabs)	40mg	H2 blocker, stomach acid	60	$20.88
Fluconazole (tabs)	150mg	oral antifungal	30	$35.34
Fluoxetine (caps)	20mg	SSRI, depression	90	$10.00
Fluoxetine (caps)	40mg	SSRI, depression	90	$10.00
Fluticasone (nasal spray)	16gm	nasal steroid, allergies	3 bottles	$39.37
Furosemide (tabs)	20mg	loop diuretic	90	$27.43
Furosemide (tabs)	40mg	loop diuretic	90	$28.03
Gabapentin (caps)	100mg	anticonvulsant, seizures, pain	90	$17.64
Gabapentin (caps)	300mg	anticonvulsant, seizures, pain	90	$19.37
Gemfibrozil (tabs)	600mg	fibrate, high triglycerides	90	$39.64
Glimepiride (tabs)	2mg	diabetes	90	$28.06
Glimepiride (tabs)	4mg	diabetes	90	$24.64
Glipizide (tabs)	5mg	diabetes	90	$6.06
HCTZ (tabs or caps)	12.5mg	diuretic, hypertension	90	$10.00
HCTZ (tabs or caps)	25mg	thiazide diuretic, hypertension	90	$10.00

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
HCTZ (tabs or caps)	50mg	thiazide diuretic, hypertension	90	$10.00
Hydroxyzine (caps or tabs)	25mg	antihistamine	30	$12.64
Ibandronate (tabs)	150mg	osteoporosis	3	$42.55
Ibuprofen (liquid)	100mg/ 5cc	NSAID (pain)	120mL	$20.12
Ibuprofen (tabs)	600mg	NSAID (pain)	60	$11.77
Isosorbide Mono ER (tabs)	30mg	nitrate antianginal	60	$7.00
Labetalol (tabs)	100mg	hypertension; heart rate control; b-blocker	180	$59.02
Labetalol (tabs)	200mg	hypertension; heart rate control; b-blocker	180	$52.63
Levofloxacin (caps)	500mg	quinolone antibiotic	7	$17.04
Levofloxacin (caps)	750mg	quinolone antibiotic	7	$17.78
Levothyroxine (tabs)	all mg	thyroid replacement	90	$10.00
Lisinopril (tabs)	5mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	10mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	20mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	30mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	40mg	ACE inhibitor, hypertension, kidney protection	90	$31.51
Loratadine (tabs)	10mg	allergies	90	$22.46
Loperamide (tabs)	2mg	anti-diarrheal	30	$23.18
Losartan (tabs)	50mg	ARB, hypertension, kidney protection	90	$28.90
Losartan (tabs)	100mg	ARB, hypertension, kidney protection	90	$24.00
Losartan HCTZ (tabs)	50/12.5	hypertension	90	$10.00
Maxitrol ophthalmic (drops)	5mL	anti-bacterial, to use in ear	1 bottle	$18.41
Meclizine (tabs)	25mg	vertigo	90	$13.93
Methylprednisolone (Medrol) (tabs)	Dose Pack	steroid	21	$17.57
Medroxyprogesterone (tabs)	10mg	progestin, hormonal therapy	10	$16.41
Meloxicam (tabs)	7.5mg	NSAID	90	$23.40
Meloxicam (tabs)	15mg	NSAID	90	$23.48
Metformin ER (tabs)	500mg	type 2 diabetes	180	$10.00
Metformin (tabs)	1000mg	type 2 diabetes	180	$10.00
Metronidazole (tabs)	500mg	GI, vaginal infections, bacterial vaginosis	21	$19.60
Metoprolol Succinate (tabs)	25mg	hypertension; heart rate control; b-blocker	90	$24.00
Metoprolol Succinate (tabs)	50mg	hypertension; heart rate control; b-blocker	90	$24.00
Miconazole (Cream)	1 box/7 days	topical antifungal	1 box	$13.25
Mometasone Cream	0.1%	medium potency topical steroid	114gm tube	$54.69
Montelukast (tabs)	10mg	allergies, asthma	90	$33.19
Moxifloxacin eye (drops)	0.50%	antibiotic	1 bottle	$23.41
Mupirocin (ointment)	2%	Skin infections	22-30gm tube	$18.46
Naproxen (tabs)	500mg	NSAID	60	$19.65
Nifedipine ER (tabs)	60mg	hypertension; heart rate control; Ca Ch blocker	60	$23.14

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Nifedipine ER (tabs)	60mg	hypertension; heart rate control; Ca Ch blocker	90	$28.62
Nitrofurantoin (caps)	100mg	antibiotic, uti's	14	$19.88
Norethindrone EE (low dose)	1/20	Hormone	3 pack	$28.90
Norethindrone EE (medium dose)	1.5/30	Hormone	3 pack	$46.20
Norethindrone (progesterone only)	35 mcg	Hormone	3 pack	$24.00
Nystatin (cream)		topical antifungal	30gm tube	$18.74
Nystatin (oral solution)		thrush	200mL	$9.28
Omeprazole (tabs)	20mg	PPI, gERD, ulcers	90	$24.77
Ondansetron (tabs)	4mg	anti-emetic	30	$47.65
Ondansetron (tabs)	8mg	anti-emetic	30	$47.65
Pantoprazole (tabs)	40mg	PPI, gERD, ulcers	90	$29.62
Penicillin VK (tabs)	500mg	antibiotic	28	$18.70
Permethrin (cream)		anti-infective	(1) 60gm tube	$30.79
Pioglitazone (tabs)	15mg	type 2 diabetes	90	$32.11
Pioglitazone (tabs)	30mg	type 2 diabetes	90	$39.46
Polyethyleneglycol (powder)		laxative	510gm	$23.22
Potassium Cl (tabs)	10meq	potassium replacement	90	$12.77
Potassium Cl (tabs)	20meq	potassium replacement	90	$47.66
Prednisone (tabs)	5mg	oral steroid	30	$6.95
Prednisone (tabs)	10mg	oral steroid	30	$6.83
Prednisone (tabs)	20mg	oral steroid	30	$7.17
Progesterone (generic Prometrium) (caps)	100mg	progestin, hormonal therapy	30	$21.70
Promethazine (tabs)	25mg	antihistamine, antinausea	30	$10.40
Promethazine DM (syrup)	6.25mg/15mg/ 5mL	antitussive	120mL	$19.11
Propranolol (tabs)	10mg	hypertension; heart rate control; b-blocker, headaches	90	$21.70
Propranolol (tabs)	20mg	hypertension; heart rate control; b-blocker, headaches	90	$23.59
Propranolol (tabs)	40mg	hypertension; heart rate control; b-blocker, headaches	90	$23.70
Ropinirole (tabs)	1mg	hypertension; heart rate control; b-blocker, headaches	90	$24.00
Saline Mist (nasal spray)		nasal saline	45mL	$2.98
Sertraline (tabs)	25mg	SSRI, depression	90	$26.01
Sertraline (tabs)	50mg	SSRI, depression	90	26.01
Sertraline (tabs)	100mg	SSRI, depression	90	$9.12
Silver Sulfadiazine (cream)	1%	topical antibiotics, burns	50gm tube	$22.85
Simvastatin (tabs)	10mg	statin: hyperlipidemia	90	$24.00
Simvastatin (tabs)	20mg	statin: hyperlipidemia	90	$24.00
Simvastatin (tabs)	40mg	statin: hyperlipidemia	90	$24.00
Simvastatin (tabs)	80mg	statin: hyperlipidemia	90	$36.25
Sotalol (tabs)	80mg	anti-arrhythmic	90	$28.51
Spironolactone (tabs)	50mg	hypertension, edema	90	$24.00
Spironolactone (tabs)	100mg	hypertension, edema	90	$38.00
Sulfamethoxazole/Trimethoprim (tabs)	800/160mg	sulfa antibiotic	20	$15.28

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Tamsulosin (caps)	0.4mg	benign prostatic hyperplasia	90	$30.04
Terbinafine (tabs)	250mg	tinea, onchomycosis	90	$38.53
Trazodone (tabs)	50mg	depression, sleep	90	$10.00
Trazodone (tabs)	100mg	antidepressant, serotonin modulator	90	$10.00
Trazodone (tabs)	150mg	antidepressant, serotonin modulator	90	$10.00
Triamcinolone (cream)	0.1%	moderate potency topical steroid	80gm tube	$20.46
Triamcinolone (ointment)	0.1%	moderate potency topical steroid	80gm tube	$20.99
Norgestimate/ethinyl estradiol (gen Tri Sprintec) (tabs)	Per pkg	Hormone	3 packs	$24.00
Valacyclovir (tabs)	500mg	Antiviral	20	$19.12
Valacyclovir (tabs)	1000mg	Antiviral	20	$23.59
Valsartan (tabs)	80mg	hypertension	90	$41.23
Valsartan (tabs)	160mg	hypertension	90	$42.01
Valsartan (tabs)	320mg	hypertension	90	$44.80
Valsartan/HCTZ (tabs)	160/12.5mg	hypertension	90	$42.76

Total Cost $: 4,150.45

Company Name	Walmart Pharmacy
Mailing Address	1501 S. Range line Rd.
City, State, Zip	Joplin, MO 64804
Signature	
Printed Name	Trenton Patton
Telephone	479-445-2097
E-mail	Trenton.patton@walmart.com

MBE _____ WBE _____

MARK BID ENVELOPES: "BID #2025-RFP-05-2; Pharmacy Services 10:00 A.M., February 17, 2025"

PHARMACEUTICAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "City", and **ScriptClaim Systems LLC**, a Missouri limited liability company, hereinafter referred to as "ScriptClaim Systems" on this _____ day of _____, 2025.

W I T N E S S E T H

WHEREAS, City through its Health Department provides pharmaceutical services to certain eligible residents of the City of Joplin, Missouri; and

WHEREAS, ScriptClaim Systems operates a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations; and

WHEREAS after competitive bids, ScriptClaim Systems, in the opinion of City, submitted the best proposal to act as the City's pharmaceutical provider.

NOW, THEREFORE, in exchange for valuable consideration, each received from the other, the parties do hereby agree as follows:

1. **Term.** The term of this Agreement shall be for one (1) year commencing on or about April 1, 2025 and continuing to and until March 31, 2026. It shall be extended, one year at a time up to a maximum of five (5) years unless either party shall give sixty (60) days prior written notice of termination, or, unless ScriptClaim Systems is in breach of this Agreement pursuant to the provisions of Paragraph 6 herein.

2. **Compensation.** As and for compensation for the services provided herein, City will reimburse ScriptClaim Systems for prescriptions filled in accordance with the Bid Specifications For Pharmaceutical Services and the Bid Response Form BID 2025-RFP-05-2; Pharmacy Services, submitted by ScriptClaim Systems for pharmaceuticals set forth on said Bid

Response Form, or as may be amended by formulary lists, provided by City, provided to ScriptClaim Systems, from time-to time, during the term of this Agreement.

3. **Billing and Payment Procedure.** ScriptClaim Systems shall submit a billing invoice at the end of each month for all prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay if any, and the net price charged to the City after reduced by the co-pay amount.

4. **Formulary Products and Price**. The products and prices listed on the BID Response Form BID 2025-RFP-05-2; Pharmacy Services, attached hereto as "Exhibit A" and incorporated herein by reference, shall be binding on both parties during the term of this Agreement. Any product or price changes to the formulary list that are to take effect in any extension term must be submitted to the City ninety (90) days before the start of any extension term, and are subject to approval by the City before such term is extended.

5. **Scope of Work.** ScriptClaim Systems shall fill only prescriptions that have been authorized by the Joplin Health Department or the Joplin residents referred by the Community Clinic and which are accompanied by the proper documentation of the same. ScriptClaim Systems shall pursue the use of generic substitution whenever possible.

6. **Termination of Agreement.** This Agreement shall immediately be terminated, if ScriptClaim Systems is no longer licensed by the State of Missouri to dispense pharmaceutical services, fails to operate a full-service pharmacy at its present location or fails to perform to the satisfaction of the City. In these cases the City may terminate the Agreement, upon ten (10) days written notice.

7. **Agreement Subject to Ratification by Council and Annual Appropriation.** This Agreement is binding upon the City of Joplin only upon acceptance by its City Council. This Agreement is subject to the normal budgetary process of the City of Joplin, and, in the event

the City of Joplin shall fail to appropriate sufficient funds to pay for the services provided by this contract, this contract shall immediately be terminated without recourse.

8. **Hold Harmless.** Each party shall hold the other harmless from any and all claims and assessments pursuant to this Agreement. The parties intend to create an independent contractor relationship and neither party may control the actions of the other.

9. **Prohibition on Assignment.** This contract and the rights granted herein may not be assigned by ScriptClaim Systems without the express written consent of the City being first obtained.

10. **Choice of Law**. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

11. **Headings**. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

12. **Entire Agreement**. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. **Waiver or Breach**. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

14. **Severability**. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

15. **Representations.** The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein. ScriptClaim Systems represents and warrants that it is a Missouri corporation in good standing with the State of Missouri.

16**. Record Confidentiality.** ScriptClaim Systems shall maintain strict confidentiality of all patient and client information or records supplied to it by the City or the Community Clinic, pursuant to the provisions of HIPAA (Health Insurance Portability and Accountability Act). The protected information shall include, but not be limited to all Individually Identifiable Health Information, and this shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and (1) that identifies the individual; or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Individually Identifiable Health Information includes many common identifiers (e.g. name, address, birth date, social security number). The contents of such records shall not be disclosed to anyone other than the City and the patient/client or the parent or legal guardian unless such disclosure is required by law.

17. **Work Authorization:** If the Contractor meets the definition of a business entity, as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo, the Contractor

shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services herein.

18. **Employee/Employer Relationship:** Contractor agrees that this Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Wal-Mart will be an independent contractor and not an employee for purposes including, but not limited to, the application of the Fiar Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor agrees that it shall not hold itself out as a City employee, but as an independent contractor hired by City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI

A Municipal Corporation

By: _____

City Manager of the City of Joplin

ATTEST:

_____

City Clerk

ScriptClaim Systems LLC,

A Missouri Limited Liability Company

By: _____

Date: _____

COUNCIL BILL NO. 2025-450 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, providing generally for the utilization of Walmart and Walmart Neighborhood Market locations pharmacies as the City Health Department's pharmaceutical provider.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Pharmaceutical Services Agreement, by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, through its authorized representative, and the City of Joplin, Missouri, a true and accurate copy of said Agreement being attached hereto and incorporated herein, be and the same is hereby, approved in the current form.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17th day of March, 2025, by a vote of

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney