

**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

**Yuba County Jail and Juvenile Hall
Medical Program – Pharmaceutical Services**



PROPOSAL DUE DATE:

**Friday, August 17, 2016
By 3:00 PM PST**

The County of Yuba is requesting proposals for professional comprehensive pharmaceutical services for the County's Jail and Tri-County Juvenile Facility.

I. BACKGROUND

The Yuba County Jail is a 416 bed jail facility for adult offenders, including a large immigration inmate population. The Jail Medical Program in Yuba County is under the jurisdiction of the Health and Human Services Agency, which maintains responsibility for overall administration. Payment of Pharmaceutical service for local residents is paid by the Yuba County Sheriff's Department or the Federal Government depending on custody status of the prisoner.

The medications prescribed for immigration detainees are subject to a formulary and reimbursement schedule; they are reimbursed separately from the Yuba County Sheriff's Department.

The Tri-County Juvenile Facility is 120 bed detention facility for offenders under 18 years of age. Comprehensive correctional service programs, educational, medical and mental health services are provided to residents. The Tri-County Juvenile Facility is a tri-county (Yuba, Sutter and Colusa) facility with payment for services made by the Yuba County Probation Department.

Below you will find an example of the average monthly pharmacy bill for Yuba County Jail and Juvenile Hall.

Note: The Federal prisoners' portion of the Pharmacy bill is not included in the below example, which is billed directly to the Federal Government. Please also note that the Federal prisoners' portion usually accounts for 40% to 50% percent of the prescriptions.

Yuba County Jail

Total Number of Prescriptions filed: 600
Prescription cost for County prisoners: \$20,000
Credit for County Prisoner Returns: \$5,000
Total: \$15,000

Tri-County Juvenile Facility

Total Number of Prescriptions filed: 50
Prescription cost for County prisoners: \$2,250
Credit for County Prisoner Returns: \$250
Total: \$2,000

II. SCOPE OF WORK

Services required by the County include:

1. Medication Ordering: Orders may be made by phone or fax (toll free) or via a computerized physicians ordering system. Faxes and electronic submissions may be transmitted 24 hours a day, seven days a week. All new orders faxed by 2:30pm will be delivered on the following day to the requesting facility. Orders for stock medications will be made using a Jail Medical stock medication form or other mutually agreed upon method or form.
2. Prescription Monitoring Services: Pharmacy will process and update all orders, changes and discontinues on a daily basis. Prescriptions will be screened for:
 1. Duplicates
 2. Medication interactions
 3. Excessive dosages
 4. Appropriateness of medication
 5. Medications refilled too soon
 6. Patient allergies
 7. Medications ordered past stop date
3. Delivery and Dispensing System: Medications will be dispensed and labeled with patient specific information. Only approved medications, biologicals, and other related items will be delivered to our facility. Solid oral patient medications will be dispensed via a "blister card" medication dispensing system. At a minimum, all medications will be delivered Monday through Saturday with a preference given to pharmacies/consultants providing delivery seven days a week. Medications on back order, owed, or too soon to refill, out of refills, etc. will be clearly indicated on delivery sheets. Any shortage will be corrected within 24 hours or communicated to the Jail medical staff.
4. Medication Quantities: Consultant shall dispense Prescription items in quantities sufficient to provide medication for 30 doses initially, and will adjust the quantity upward depending upon the incarceration period of the inmate. This is subject to the State Board of Pharmacy regulations and instructions of the prescribing practitioner.
5. Controlled Substances: Consultant shall provide all prescribed controlled substances in blister cards for easy accountability and will dispose of unused controlled substances, at no expense to County, and in accordance with applicable State and Federal regulations. Controlled substances will only be dispensed upon approval of the Family Nurse Practitioner or Jail Medical Director.

6. Starter Stock: If allowed by state regulations, Consultant shall maintain a starter stock system at the County Facilities. Items will be determined in consultation with the County's Healthcare Administrator and Jail Medical Director.
7. Service Hours: Hours of operation will be at minimum of Monday through Saturday during regular work hours (Monday through Friday, 8:00am to 5:00pm). Preference will be given to pharmacists/consultants with hours of operation of 24 hours a day, 7 days a week.
8. Returns & Disposal: Credit offered on returned medications for full or partial blister cards. Reimbursement for returns is required for County prisoner prescriptions. There is no return reimbursement required for Federal prisoner prescriptions returns. Non-creditable medications or medications that the patient brought into the facility would be returned for disposal/destruction at no charge to the County.
9. Reports & Audit: Consultant will provide County with monthly reports on pharmaceutical usage. Pharmacist will need to perform an annual inspection of the facilities in accordance with California Code of Regulations Title 15. The audit requirements, including forms, will be completed by the pharmacist and forwarded to the Jail Medical Director.
10. Pricing: Two separate pricing formulas would be required and subject to audit at any time for compliance verification. Pricing for county prisoners will be according to quoted pricing formula. Pricing for federal prisoner prescriptions will be set at the federal reimbursement rate only.
11. Billing: Invoices showing all charges and credits for returns will be provided once monthly or more often, if requested.
 - a. Invoices will be for County inmates only. Immigration patients will be billed separately to the Division of Immigration Health Services utilizing the NMHC system.
 - b. The Yuba County Jail invoices will be sent to the Yuba County Sheriff's office and the Juvenile Facility invoicing will be directed to the Juvenile Hall administrative offices.
12. Fax Machines. Consultant agrees to provide fax machines for the transmission of physicians' orders to the pharmacy. Supplies for the fax machine (toner, paper, etc) will be the responsibility of the County. A toll-free number will be provided to the County for fax and voice communication.

III. KEY TASKS

- a. Consultant must represent and warrant that it is currently in compliance with all State, Federal, and Local pharmaceutical licensing requirements and that this licensing compliance shall continue in full force and effect during the term of this Agreement.
- b. Consultant further must represent and warrant that the dispensing of Prescription items shall be in compliance at all times with appropriate State, Federal, and Local pharmaceutical laws and regulations.
- c. Consultant's company must be in good standing and is qualified to do business in the State of California.

IV. STATEMENT OF QUALIFICATIONS

All vendors are required to provide the following information with their submissions:

- A profile of the firm outlining its history and experience.
- A detailed listing of pharmaceutical experience and licenses. Vendors must have a minimum of five (5) years' experience providing professional comprehensive pharmaceutical services.
- A complete list of personnel who will be assigned to work/operate the program. This will include relevant experience, qualifications, responsibilities, etc.
- A minimum of three client references of similar size and scope.

V. ADDITIONAL REQUIREMENTS

- a. Selection will be made by a County Evaluation Team. The Evaluation Team may deem it necessary to schedule presentations and/or interview applicants and key personnel. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the proposers.
- b. All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.
- c. Consultants shall furnish to the County, upon award of contract, certificate of insurance naming the County as an additional insured party in amounts requested by County and maintain such insurance during term of contract. Insurance coverage must be at minimum those specified in the attached "Insurance Requirements".

VI. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Consultant or to waive irregularities at its discretion. This solicitation does not constitute a contract, offer of employment, or offer of purchase. The County may select any Option or combination of Options outlined in the scope of work at its own discretion. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract(s), if awarded, will be awarded to the Consultant whose proposal is considered the best value to the County. Best value will be determined based on price, responsiveness, and responsibility:

- a. The lowest price is determined by the total cost to the County.
- b. Responsiveness means a Consultant who has submitted a proposal that conforms to the solicitation documents in all material aspects.
- c. A responsible Consultant shall mean a Consultant who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, financial history and experience may all be taken into consideration.
- d. Proposals submitted shall be best and final offer. No modifications of proposal price will be accepted after solicitation closing date.

Thus the result will not be determined based solely on price. Although price is a factor, the County will consider awarding the contract(s) to the Consultant that meets the best interest of the County as interpreted by the County.

VII. PROPOSAL SUBMITTALS

The following must be included in your submittal in this order:

- Statement of Experience and Qualifications
- Three letters of Reference
- Scope of Work
- Detailed Cost Estimate
- Workers Compensation History
- Key Employee Information

VIII. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- a. **Contract Term:** The term of the agreement resulting from this solicitation will be one year, beginning approximately August, 2016. The term may be extended for two, one-year periods at the option of the County, for a total contract term of three years with no pricing formula increase during the term of the contract.
- b. **Contract Form:** The final contract(s) will incorporate the appropriate terms and conditions from this solicitation. The contract(s) will be awarded on an "all or none" basis.
- c. **Submittal Instructions:** Before submitting a proposal, bidders shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. Three copies of proposals must be submitted in a sealed envelope, clearly marked "Yuba County Jail/Juvenile Facility Pharmaceutical Services Proposal" to:

Yuba County Department of Administrative Services
Attn: Purchasing and Contracts
915 Eighth Street, Suite 119
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County evaluation team.

- d. **Proposal Due Date:** In order to be considered, proposals must be received at the above address not later than August 17, 2016 at 3:00pm PST. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date.
- e. **Proposal Validity:** Proposals must be valid for a period of not less than ninety (90) days after the solicitation closing date.
- f. **References.** Proposal must include a Statement of Experience and three references including contact information from projects similar to ours which we may contact as references.
- g. **Questions.** All questions should be submitted to the contact in Section V.j (below) and should be submitted in writing prior by 5:00pm on August 12, 2016.

- h. Amendments and Addenda. For the most up to date information, visit:
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>
- i. Proposal Becomes Public: All proposals shall be deemed public documents at the time of contract award to the successful proposer. The RFP is intended to be worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the proposal, such information shall be clearly labeled "Proprietary" and accompanied by a request that the information be returned by the County to the Proposer. If proposals contain proprietary information, then proprietary paragraphs and/or other data should be clearly marked as noted above.

The information on the pages of the proposal identified as proprietary will be used only for the evaluation of the proposal, but proposer understands that disclosure may be required under the California Public Records Act or other federal, state, and local law, as determined by the County.

Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by the County as a waiver of any exemption claim. Any proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information.

- j. Contact Information. Andrea Armstrong, Purchasing Administrator for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted and shared with all participants, applicants and Contractors. Andrea's contact information is: email aarmstrong@co.yuba.ca.us , fax 530-749-7884. Andrea's contact phone number is 530-749-7880. **Questions posed to any other member of County Staff may result in disqualification.**

EXHIBIT A - BIDDERS STATEMENT

By submitting a bid, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the bidder to acquaint him or herself with available information will not relieve them from the responsibility of estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our proposal. RFPs that do not acknowledge addendums may be rejected.

Addendum#	Initials

COMPLETE LEGAL NAME OF COMPANY

BUSINESS ADDRESS

PHONE NUMBER

PRINTED NAME OF AUTHORIZED AGENT (TITLE)

SIGNATURE OF AUTHORIZED AGENT

DATE

FEDERAL IDENTIFICATION NUMBER

DUNS NUMBER

CSLB NUMBER

THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT B – LIST OF SUBCONTRACTORS

Mark one of the boxes below:

BIDDER does not propose to subcontract the work.

BIDDER proposes to subcontract certain portions of the work to the individuals / firms listed below:

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

Name of Individual / Firm Submitting Bid: _____

Signature of Bidder: _____

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT C - LIST OF REFERENCES

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

1. _____
Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

_____ Contract Amount	_____ Type of Work	_____ Date Completed
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2. _____
Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

_____ Contract Amount	_____ Type of Work	_____ Date Completed
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3. _____
Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

_____ Contract Amount	_____ Type of Work	_____ Date Completed
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THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.

EXHIBIT D – PRICE PROPOSAL

Please enclose a detailed cost proposal based on the information contained in this RFP.

Please list any exceptions or assumptions in your pricing in the space below:

Sample Insurance Provisions

INSURANCE REQUIREMENTS

E. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.1.2. Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.1.3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if CONTRACTOR provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

E.2 OTHER INSURANCE PROVISIONS The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.2.1. ADDITIONAL INSURED STATUS COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on

the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.2.2. PRIMARY COVERAGE For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.3. WAIVER OF SUBROGATION CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.4. DEDUCTIBLES AND SELF-INSURED RETENTIONS
Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.5. ACCEPTABILITY OF INSURERS Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.6. CLAIMS MADE POLICIES If any of the required policies provide coverage on a claims-made basis:

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.6.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.7. VERIFICATION OF COVERAGE CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.8. SUBCONTRACTORS CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.9. SPECIAL RISKS OR CIRCUMSTANCES COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.