

**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

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



REVISED PROPOSAL DUE DATE:

***Friday, June 18, 2010
By 5:00 PM***

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

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 Yuba-Sutter Juvenile Hall 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 Yuba-Sutter Juvenile Hall is a bi-county (Yuba and Sutter) 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

Yuba-Sutter Juvenile Hall

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 4:00pm will be delivered on the same 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. All medications will be delivered Monday through Saturday with 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 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. 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 Hall 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

Please include the following with your proposal 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 July, 2010. 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, Consultants 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 Hall 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 **June 18, 2010 at 5:00pm**. 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. **Contact Information:** Andrea Armstrong, Contracts and Purchasing Administrator, is the designated contact person for questions related to this Request for Proposal.
- g. **Questions:** All questions must be received in writing by **Monday, June 14, 2010**. Please submit questions in writing to the address listed above, or by e-mail to: aarmstrong@co.yuba.ca.us. 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 Consultants.

**COUNTY OF YUBA
PRICE PROPOSAL FORM
Yuba County Jail and Juvenile Hall
Medical Program – Pharmaceutical Services**

(Please include the Price Proposal form along with a Detailed Cost Estimate)

The undersigned has carefully checked all figures in his/her proposal and understands the County of Yuba will not be responsible for any errors or omissions in preparing this proposal. The proposal shall remain valid for any and all services provided for a period of sixty days.

RFP NAME: Yuba County Jail and Juvenile Hall Pharmaceutical Services

FIRM NAME: _____

CONTACT NAME: _____

ADDRESS OF FIRM: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

FEDERAL TAX ID NUMBER: _____

DUNS NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PLEASE LIST 3 REFERENCES WITH LOCATION AND TELEPHONE NUMBER:

ATTACHMENT E

INSURANCE REQUIREMENTS

E.1 MINIMUM SCOPE OF INSURANCE. CONSULTANT 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 CONSULTANT, his agents, representatives, employees, or subcontractors. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

E.1.2 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

- | | | |
|---|--|--|
| a. General Liability:
(including operations products and completed operations, as applicable.) | \$5,000,000 | Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| b. Automobile Liability: | \$1,000,000 | Per accident for bodily injury and property damage. |
| c. Workers' Compensation: | As required by the State of California | |
| d. Employer's Liability: | \$1,000,000 | each accident, \$1,000,000 policy limit bodily by disease, \$1,000,000 each employee bodily injury by disease. |
| e. Errors & Omissions Liability: | \$1,000,000 | per occurrence. |

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E.1.4 Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased or borrowed by the CONSULTANT.
- b. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

- a. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. 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, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the COUNTY for review.
- e. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

E.2 Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, its employees, agents and subcontractors.

E.3 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. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

E.4 Verification of Coverage. CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms provided those endorsements conform to COUNTY requirements. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

E.5 Sub-Contractors. CONSULTANT shall require and verify that all sub-contactors maintain insurance meeting all the requirements stated herein.