



Department of Public Safety and Correctional Services

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Amendment #17 to Request for Proposals (RFP) Project No. DPSCS Q0012015 INMATE PHARMACY SERVICES October 18, 2011

This Amendment is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (ex. **new language**) and language deleted has been marked with a strikeout (ex. ~~language deleted~~). This Amendment supersedes any previously related revisions in prior RFP amendments and any related responses issued in Questions and Responses #1, #2, and #3. A revised copy of the Inmate Pharmacy Services RFP, including all changes from Amendments #1 - #17, is attached to this Amendment.

1. RFP page numbering and the page numbers within the Table of Contents have been corrected.

2. Amend RFP §3.4.1.1 as follows:

3.4.1.1 As described more fully in Attachment G, DOC is comprised of approximately ~~23~~ **27** institutions and pre-release facilities. **These 27 locations are separated for Contract management purposes into four Service Delivery Areas (SDAs; i.e. Regions) in the following Chart:**

<u>DOC</u>	<u>Facility Name</u>	<u>Region</u>
<u>BCBIC</u>	<u>Baltimore Central Booking and Intake Center</u>	<u>Baltimore</u>
<u>BCCC</u>	<u>Baltimore City Correctional Center</u>	<u>Baltimore</u>
<u>BCDC</u>	<u>Baltimore City Detention Center</u>	<u>Baltimore</u>
<u>BPRU</u>	<u>Baltimore Pre-Release Unit</u>	<u>Baltimore</u>
<u>CHDU</u>	<u>Central Home Detention Unit</u>	<u>Baltimore</u>
<u>CMCF</u>	<u>Central Maryland Correctional Facility (Formerly CLE)</u>	<u>Baltimore</u>
<u>JI</u>	<u>JI Building</u>	<u>Baltimore</u>
<u>MCAC</u>	<u>Maryland Correctional Adjustment Center</u>	<u>Baltimore</u>
<u>MRDCC</u>	<u>Maryland Reception, Diagnostic and Classification Center</u>	<u>Baltimore</u>
<u>MTC</u>	<u>Metropolitan Transition Center</u>	<u>Baltimore</u>
<u>SMPRU</u>	<u>Southern Maryland Pre-Release Unit</u>	<u>Baltimore</u>
<u>NBCI</u>	<u>North Branch Correctional Institution</u>	<u>Western (Cumberland)</u>

<u>WCI</u>	<u>Western Correctional Institution</u>	<u>Western (Cumberland)</u>
<u>ECI</u>	<u>Eastern Correctional Institution</u>	<u>Eastern</u>
<u>ECI-A</u>	<u>Eastern Correctional Institution Annex</u>	<u>Eastern</u>
<u>EPRU</u>	<u>Eastern Pre-Release Unit</u>	<u>Eastern</u>
<u>PHPRU</u>	<u>Poplar Hill Pre-Release Unit</u>	<u>Eastern</u>
<u>MCI-H</u>	<u>Maryland Correctional Institution - Hagerstown</u>	<u>Western (Hagerstown)</u>
<u>MCTC</u>	<u>Maryland Correctional Training Center</u>	<u>Western (Hagerstown)</u>
<u>RCI</u>	<u>Roxbury Correctional Institution</u>	<u>Western (Hagerstown)</u>
<u>BCF</u>	<u>Brockbridge Correctional Facility</u>	<u>Jessup</u>
<u>JCI</u>	<u>Jessup Correctional Institution</u>	<u>Jessup</u>
<u>JPRU</u>	<u>Jessup Pre-Release Unit</u>	<u>Jessup</u>
<u>JRI</u>	<u>Jessup Regional Hospital</u>	<u>Jessup</u>
<u>MCI-J</u>	<u>Maryland Correctional Institution - Jessup</u>	<u>Jessup</u>
<u>MCI-W</u>	<u>Maryland Correctional Institution for Women</u>	<u>Jessup</u>
<u>PATUXENT</u>		
<u>CMHC-J</u>	<u>Correctional Mental Health Center - Patuxent</u>	<u>Jessup</u>

They are separated for contract management into four service delivery areas (SDA). The Western SDA is comprised of two facilities outside of Cumberland, and three maintaining institutions and one pre-release facility in Hagerstown. The Eastern SDA is comprised of one two compound institution (ECI) and a minimum security facility (ECI Annex) in Somerset County, and a minimum security/pre-release facility in Wicomico County. The Jessup SDA is comprised of seven facilities including two maintaining institutions for males, the maintaining institution for females (MCIW), the Patuxent Institution, two minimum security facilities (one of which serves as the gateway to and from the Pre-release system), and a pre-release facility. The Baltimore SDA is comprised of the DPDS, and three maintaining institutions (the Reception and Diagnostic Center (MRDCC) and two pre-release units).

3. Amend RFP §3.6.1 as follows:

- 3.6.1 The Contractor is required to provide five (5) full-time equivalent (FTE) Clinical Pharmacists, licensed by the Maryland Board of Pharmacy, during the term of the Contract. These Clinical Pharmacists will be required to be on-site **40 hours per week** at various DPSCS facilities, as directed by the Contract Manager **or Director of Clinical Services**. Each Clinical Pharmacist will primarily be covering a specific region (SDA) or specified facilities within a region, consulting with Clinicians and patients as needed regarding the best pharmacy intervention available, the most cost-effective treatment (**providing** education on generic, clinically equivalent, and less costly medications), involvement **assisting** with difficult-to-manage medical and mental health cases,

performing rounds in the infirmaries within the facilities, and assisting with disease management. Clinical Pharmacists will also be required to chair and participate in Pharmacy and Therapeutics (P&T) meetings for the SDAs (see RFP §3.29). Although primarily assigned to perform services within a designated SDA, or specified facilities within a SDA, as appropriate Clinical Pharmacists may consult with Clinicians from other SDAs or facilities or perform any other activity typically performed by another Clinical Pharmacist.

The Contractor shall have a Pharmacy Contract Manager, which shall be other than one of the on-site Clinical Pharmacists. The Pharmacy Contract Manager shall be the Contractor's main point-of-contact for any Contract matters raised by the DPSCS Contract Manager. Although it is expected that the Pharmacy Contract Manager will be located off-site, upon request, the Department will consider providing space on-site for this Contract Manager, either primarily or part-time. **The Contractor shall designate one Clinical Pharmacist who will act as the clinical liaison for the DPSCS Director of Clinical Services, and who will be the designated co-chairperson for the Department's quarterly statewide P&T committee meetings. It is expected that the remaining Clinical Pharmacists from the SDAs will also attend these meetings (see RFP § 3.29).**

The Contractor shall retain any other staff and management as required to fulfill the obligations of this RFP and will retain such staffing as necessary to meet all obligations under this RFP and the Agency's Manual of Policies and Procedures throughout the term of the contract. In the event that the Department determines that more or fewer Clinical Pharmacists are required during the Contract term, the resulting Contract pricing increase or decrease will be determined by the Contractor's price per Clinical Pharmacist for each respective Contract Period as entered on the Price Form (see Attachment F) in its Financial Proposal.

4. Amend RFP §3.29 as follows:

- 3.29.1 The Contractor shall organize and chair a quarterly Statewide Pharmacy and Therapeutics (P&T) Committee, which shall be responsible for additions and deletions to the DPSCS Formulary, monitoring usage of pharmaceuticals including psychotropic medications, and identifying prescribing patterns of Clinicians. **The Contractor will designate one Clinical Pharmacist to chair these quarterly meetings, and the Contractor's remaining onsite Clinical Pharmacists will be expected to attend.** ~~At least two regional Clinical Pharmacists are required to attend these meetings. Upon request of the Department's Medical Director, up to all five Clinical Pharmacists must attend.~~

The Committee shall be led by the Contractor, and shall include representatives of the Agency and representatives from all Providers of inmate health services. Final authority over therapeutic decisions rests with the Agency Statewide Medical Director.

3.29.2 The Contractor shall also chair a monthly P&T Committee meeting to be held in each of the service delivery areas for the purpose of identifying prescription trends, medication administration or effectiveness issues, interactions and any pertinent information to the continued maintenance of the DPSCS Formulary. ~~Regional~~ **The Clinical Pharmacists for the SDA** ~~is~~ ~~are~~ required to attend **and chair** these meetings ~~when requested~~.

3.29.2.1 The monthly P&T Committee meeting shall be led by the Contractor and shall include representatives of the Agency and representatives from all Other Healthcare Contractors. Monthly regional P&T Committee meetings may be conducted at the Department's option by video or teleconferencing.

3.29.2.2 The P&T Committee shall review all cases of patients receiving more than four prescription drugs at one time.

5. Amend RFP §3.33.1.4 as follows:

3.33.1.4 The Department may audit the Contractor's payment records at any time to verify that invoices submitted per RFP section 3.33.1 represent the Contractor's acquisition cost, as defined in RFP section 1.2.1. Such audits may be conducted as frequently as deemed necessary by the Department, including as frequently as monthly. Such audits may be conducted either by Department internal audit staff or by an audit firm obtained by the Department for this purpose. Audits may be performed on-site at the Contractor's office(s), at a Department location, or at the location of the Department's contracted audit firm.

If audits are conducted on-site at a Contractor location, the audit will be performed during normal business hours, with at least 5 days advanced notice. For audits at a Contractor location, the Contractor must provide copies of all invoices the Contractor received from any and all wholesalers or manufacturers for a given month or months for drugs and medical supplies billed to the Department during the month or months being audited.

For audits performed at a State location (Department office or facility), or the audit firm location, the Contractor must provide copies, electronically or by hard copy, of all such invoices and transmit them to the Department or Department's audit firm within 10 days of the request.

If such audits (either by the Department or by an independent audit firm obtained by the Department) reveal discrepancies between the acquisition cost verified by the audit and the acquisition cost billed by the Contractor, ~~an~~ ~~adjustment will be made as a liquidated damage by DPSCS equivalent to~~ **the Contractor will reimburse the Department** the percentage **actual amount** of the discrepancy identified by in the Department audit for the time period covered by the audit. ~~See RFP Section 3.32.~~ **If the findings of such an audit reveal an error rate (the difference between the invoiced amounts charged**

to the Department and the Contractor's actual acquisition costs) that exceeds 3%, the Department may request that a more extensive audit be performed. The Contractor will reimburse the Department for the costs of any such additional audit in addition to the actual amounts of any further discrepancies identified in the additional audit.

The audit for the final Contract month will be conducted ~~promptly~~ **and finalized within 30 days** after the conclusion of the Contract. Final payment of the final month of the contract shall be withheld until the results of this audit are finalized.

If any audit reveals that the Contractor under-billed the Acquisition Cost, the Department will pay the Contractor the amount under billed. To the extent that the Contractor over-billed the Acquisition Cost, such overage shall be deducted from payments to be made to the Contractor.

Offerors are to acknowledge receipt of this amendment by providing a signed document to the Procurement Officer at the address provided in RFP Section 1.5 by 12:00 PM, October 28, 2011, stating that this Amendment # 17 has been received and reviewed by the Offeror. Failure to acknowledge receipt of an amendment does not relieve the Offeror from complying with all terms of any such amendment.

Issued and authorized by

Gabriel Gnall
Procurement Officer

Attachment:

DPSCS Q0012015 – Inmate Pharmacy Services – including Amendment #1 - #17
10.18.11