



## Department of Public Safety and Correctional Services

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### Amendment #15 to Request for Proposals (RFP) Project No. DPSCS Q0012015 INMATE PHARMACY SERVICES August 25, 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 strikethrough (ex. ~~language deleted~~). This Amendment accompanies Questions and Responses #3, and supersedes any previously related revisions in prior RFP amendments and any related responses issued in Questions and Responses #1 and #2. A revised copy of the Inmate Pharmacy Services RFP, including all changes from Amendments #1 - #15, is attached to this Amendment.

1. Amend RFP Key Information Summary Sheet as follows:

Closing Date and Time: ~~Friday, September 9~~ **Tuesday, September 20**, 2011 at 2:00 PM (Local Time)

2. Amend RFP §1.2 as follows:

~~“Area Contract Operations Manager (ACOM)” means the State employed representative(s) of the DPSCS, Office of **Programs and Services, charged with oversight of contract operations within a particular Service Delivery Area.** Inmate Health Services, that are a part of the Nursing Unit of Clinical Services reporting to the Director of Nurses/Director of Quality Improvement/Director of infection Control for the Department and up to the Director for Clinical Services/DPSCS Medical Director. Their role is that of contract monitor(s), not Contract Manager(s), in that these individuals will report any observed deficiencies in contract performance by: 1. Communicating the deficiency to the Contractor, and; 2. Informing the Contact Manager of any substantive deficiency for possible further action by the Department.~~

**“BCBIC” means Baltimore Central Booking and Intake Center.**

**“BCDC” means Baltimore City Detention Center.**

**“BPW” means The Maryland Board of Public Works.**

**“Case Management” (also called medical Case Management) means the coordination with Other Healthcare Contractors of treatment rendered to Inmates**

with specific diagnoses or requiring high cost or extensive services. The Department's Case Management is the branch of DPSCS responsible for the Inmate's base file information related to housing, disability placement, work assignments, transfer coordination, and selective participation in the coordination with clinical disciplines of complex multi-disciplinary issues.

"Clinical Pharm. D" or "Clinical Pharmacist" means an individual who has obtained a Doctorate of Pharmacy Degree and who practices in a clinical setting. A Clinical Pharm. D provides direct-patient care by performing comprehensive clinical Assessments. In addition, a Clinical Pharm. D collaborates with the integrated healthcare team to provide quality patient care that advances the treatment or prevention of disease.

"Clinician" means a Physician, Certified Registered Nurse Practitioner (CRNP), or Physicians Assistant (PA).

"Continuous Quality Improvement (CQI)" means a clinical review of an adverse health event as an Assessment of the clinical care provided and the circumstances leading up to the event. The purpose of the clinical review is to identify areas of patient care or the Inmate Healthcare Program's policies and procedures that can be improved.

"Contract" means the Contract between the State and the Contractor for the provision of services solicited by this RFP; the form contract for this procurement is provided as Attachment A: Contract.

"Contract Period" means the length of time the Contractor must maintain its proposed pricing for services and discounts. There are five contract periods covered by this Contract. The first Contract Period shall run from the date of Contract Commencement (See § 1.4) through June 30, 2013. Accordingly, the duration of this first Contract Period ("Year 1") may exceed 12 months of paid Contract services. The four Contract Periods following the first Contract Period ("Year 2," "Year 3," "Year 4," and "Year 5") shall each be for 1 year, and will coincide with the State Fiscal Year. The State Fiscal Year (FY) runs from July 1<sup>st</sup> of one year to June 30<sup>th</sup> of the next year.

"Contractor" means the successful Offeror to this RFP that is awarded a Contract by the State for Inmate Pharmacy Services.

"Custody" as appropriate means: 1. Department of Public Safety and Correctional Services personnel who are part of the security operations (i.e. guards, wardens, etc.). 2. That an individual is under the jurisdiction of the Department as an Inmate or Detainee.

"Department" or "DPSCS" means the Department of Public Safety and Correctional Services

**“DPSCS or Department Contract Manager” means the State representative, designated in Section 1.6, who is primarily responsible for managing the daily activities of the Contract and providing guidance to the Contractor and Department personnel concerning Contract compliance.**

**“Dispensary” means an area in a DPSCS facility from which medical supplies and medications are administered/given and clinical processes such as sick call, and emergency encounters may be rendered.**

**“EMR” (Electronic Medical Record) means an electronic record maintained for each individual patient, which contains at a minimum, current medication, medication history, problem list, progress notes, visits and consultation.**

**“EHR” or “Electronic Health Record” means a comprehensive, all inclusive record to include sections representing documentation opportunities for Medical, Mental Health, Dental and Pharmacy specific information, including templates and forms.**

**“Equipment” for the purposes of this Contract will be defined as any item with an original purchase price of \$50 or more and an expected useful life of more than 1 year. is durable fixed assets to be used on-site at a Departmental facility as per RFP section 3.15 with a purchase price of \$200 or more that has an expected useful life of more than 1 year.**

**“IMMS” means Intake Medical/Mental Health Screening Instrument.**

**“Intake” means the initial medical screening process of an Inmate.**

**“KOP” means medication(s) required to Keep On Person.**

**“MCIW” means Maryland Correctional Institute of Women.**

**“Medication Room” means a secured area, within a dispensary or infirmary, in which medication and medication cards are stored and secured, along with the secure storage of narcotics.**

**“Mid-level provider” means a properly trained, supervised, and licensed physician’s assistant or nurse practitioner.**

**“NTP” or “Notice to Proceed” means a written notice from the Procurement Officer that work under the Contract is to begin as of a specified date. The start date listed in the NTP is the official start date of the Contract. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this RFP with a delayed, or non-specified implementation date.**

**“Office of Programs and Services (OPS)” means the office within the Office of Treatment Services of the DPSCS responsible for the provision of Inmate health services through a service system of Departmental Clinicians and other employees, Clinicians, Healthcare Professionals, subcontractors, specialists and consultants, etc., or from Other Healthcare Contractors.”**

**“On-site” means physically on the premises of a Department facility.**

**“Other Healthcare Contractors” means any or all of the entities under contract with the Department for the specialized delivery of Dental, Mental Health or Medical services to Inmates under the jurisdiction of the Department. These Other Healthcare Contractors may be individually referred to in the RFP as the Dental Contractor, Mental Health Contractor and Medical Contractor.**

**“Patient Care Conference” means a multidisciplinary (physician, nursing, Case Management, social work, Custody and mental health representatives) conference initiated when there is a complex patient problem requiring multidisciplinary intervention, which is convened by the Medical Contractor’s Regional Medical Director or the Mental Health Director under the Mental Health contract at the request of the DPSCS Medical Director.**

**“Staff” means the Contractor’s employees, sub-Contractors, the employees of a sub-Contractor, and any specialists and consultants used by the Contractor,**  
clinical pharmacists employed by the contractor or subcontractor working on-site at a Department facility.

**“Supplies” are materials to be used on-site at a Departmental facility as per RFP section 3.15 with a purchase price of less than \$200, an expected useful life that does not exceed 1 year, or both.**

**“Urgent” means same-day treatment for a non-emergency medical condition (non-life threatening or serious, but requiring prompt medical attention).**

3. Amend RFP §1.3 as follows:

<b>1.3 Contract Type</b>
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The Contract that results from this RFP shall be a combination contract with cost reimbursement, and fixed price components, as these terms are described in COMAR 21.06.03. Specifically:

The purchase of all legend and non-legend drugs and other medical supplies shall be via cost reimbursement, as described under the definition of Acquisition Cost in RFP section 1.2.1 and section 3.33.

Payment for Clinical Pharmacists Staffing, Delivery, and Overhead and Profit as described in RFP Section 4.5.8 and separately priced on the Price Form, shall be by fixed price, to be paid in equal monthly amounts as described in RFP Section 3.33.

Supplies and equipment used by the Contractor, or its subcontractors, at its (their) own facility to meet the requirements of the RFP and resulting contract, along with the bar code scanners used at DPSCS facilities to read pharmacy deliveries, shall be included within the fixed pricing for Overhead and Profit and not separately priced. The DPSCS and/or the Medical Contractor are responsible for all other supplies and equipment.

Supplies and equipment specifically purchased for use at a Public Safety facility in accordance with RFP section 3.15.2 shall be reimbursed at the contractor's actual expense, without markup as described in RFP section 3.33.

4. Amend RFP §1.4 as follows:

**1.4 Contract Commencement and Duration**

1.4.1 The Contract that results from this RFP shall commence as of the date the Contract is signed by the Department following approval of the Contract by the Board of Public Works (“Contract Commencement”).

1.4.1.1 From the date of Contract Commencement through December 31, 2011, or a later date contained in a Notice to Proceed issued by the Procurement Officer (the “Start Up Period”), the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the “Go Live Date” (defined in RFP §1.4.2 below). No compensation will be paid to the Contractor for any start-up activities it performs during the Start Up Period.

1.4.2 As of January 1, 2012, or later date as contained in a Notice to Proceed issued by the Procurement Officer (the “Go Live Date”) the Contractor shall perform all activities required by the Contract, including the requirements of the RFP, and the offerings in the Technical Proposal, for the compensation contained in the Financial Proposal.

1.4.3 The duration of the Contract will be from the date of Contract Commencement through June 30, 2017. “Contract Year 1,” ending on June 30, 2013, is anticipated to be longer than 12 months. The Contractor will be paid a pro-rated amount for the amount of time in “Contract Year 1” beyond 12 months, based on the Contractor’s Year 1 proposed pricing. For example, if “Contract Year 1” is 13 months, the Contractor will be paid its full one-year proposed service pricing, plus 1/12 of the service fee for the 13<sup>th</sup> month.

~~The contract performance period shall be for a period of about five years, and commences on or about the date the Department executes the contract and terminates at the end of the fiscal year (June 30) after five years of performance have been completed.~~

~~As an example, if the Contract begins on June 1, 2011, the Contract would terminate on June 30, 2016, the end of the fiscal year after five years of performance have been completed. In this example, the total Contract term would be a period of 5 years and one month.~~

5. Amend RFP §1.10 as follows:

#### **1.10 Proposals Due (Closing) Date**

An unbound original and ~~five (5)~~ **eight (8)** bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **2:00 PM (local time) on Friday, September 9, 2011 Tuesday, September 20, 2011** in order to be considered. An electronic version on CD of the Technical Proposal in MS Word format must be enclosed with the original Technical Proposal. An electronic version on CD of the Financial Proposal in MS Excel format must be enclosed with the original Financial Proposal. Ensure that the CDs are labeled with the date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of the closing date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, **September 9 20, 2011 at 2:00 PM** (local time) shall not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

6. Amend RFP §1.20 as follows:

#### **1.20 Access to Public Records Act Notice**

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials should not be disclosed by the State, upon request, under the Access to Public Records Act, Title 10, Subtitle 6, Part III, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (See COMAR 21.05.08.01). **Information which is claimed to be confidential is to be identified after the Title Page and before the**

**Table of Contents in the Technical Proposal and, if applicable, also in the Financial Proposal.**

7. Amend RFP §1.21 as follows:

**1.21 Offeror Responsibilities**

The selected Offeror shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. **Additional information regarding MBE Subcontractors is provided under paragraph 1.19 above.**

**If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.**

8. Amend RFP §1.22 as follows:

**1.22 Mandatory Contractual Terms**

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the Technical Proposal; exceptions to the required format and terms and conditions of the Financial Proposal must also be clearly identified in the Executive Summary, without disclosing any pricing information.** A proposal that takes exception to these terms may be rejected.

9. Amend RFP §1.25 as follows:

**1.25 Compliance with Laws / Arrearages**

**By submitting a proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State and Local laws applicable to its activities and obligations under the contract.**

By submitting a response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the

payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

10. Amend RFP §1.29 as follows:

### **1.29 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment M, Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$12.28 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$9.23 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located. The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, the State has determined that Tier 1 will be the wage tier, based on where the majority of the service recipients are located. The Offeror must identify in its proposal the location(s) from which services will be provided.

**Information pertaining to reporting obligations may be found by going to the following DLLR Website: <http://dllr.maryland.gov/labor/prev/livingwage.shtml>**

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: <http://www.dllr.state.md.us/> Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or [ravallone@dllr.state.md.us](mailto:ravallone@dllr.state.md.us). Questions regarding the application of the Living Wage Law relating to a particular procurement should be directed to the procurement officer named in the solicitation.



General procurement questions may be directed to the Board of Public Works at (410) 260-7335 (local) or toll-free number (877) 591-7320.

**NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.**

11. Amend RFP §1.32 as follows:

**1.32 Electronic Procurements Authorized**

- A. ~~Under COMAR 21.03.05, u~~Unless otherwise prohibited by law, the Department of Public Safety and Correction Services (DPSCS) may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/offeree to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the RFP, IFB or the Contract.
- C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this RFP or IFB (e.g. §1.31 related to electronic funds transfer (EFT)) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
1. The Procurement Officer may conduct this procurement using eMarylandMarketplace, e-mail or facsimile to issue:
    - a. the solicitation (e.g. the RFP or IFB);
    - b. any amendments;
    - c. pre-proposal conference documents;
    - d. questions and responses;
    - e. communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
    - f. notice that a proposal is not reasonably susceptible for award or does not meet minimum qualifications and notices of award selection or non-selection; and
    - g. the Procurement Officer’s decision on any protest or Contract claim.

2. An Offeror or potential Offeror may use e-mail or facsimile to:
  - a. ask questions regarding the solicitation;
  - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
  - c. request a debriefing; or,
  - d. submit a "No Bid Response" to the solicitation.

3. The Procurement Officer, the State's Contract Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in section E of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Manager.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

1. submission of initial bids or proposals;
2. filing of protests;
3. filing of Contract claims;
4. submission of documents determined by the Department DPSCS to require original signatures (e.g. Contract execution, Contract modifications, etc); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.

F. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the RFP or IFB, the Contract, or in the direction from the Procurement Officer or Contract Manager.

12. Add RFP §1.33 as follows:

<b><u>1.33</u></b> <b><u>eMaryland Marketplace (eMM)</u></b>
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**eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DPSCS website (<http://dpscs.maryland.gov/publicservs/procurement/index.shtml>) and the DBM web site ([www.dbm.maryland.gov](http://www.dbm.maryland.gov)) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-proposal conference, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be provided via eMM.**

**A Contractor must be registered on eMM in order to receive a Contract award.**  
**Registration on eMM is free**

13. Amend RFP §2 Minimum Qualifications as follows:

**Each Offeror shall clearly demonstrate and document within the Executive Summary (See RFP § 4.4 Tab C) of its Technical Proposal that as of the proposal due date the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.**

**An Offeror shall have, within the last three (3) years of proposal submission, the following:**

- **Three (3) years experience in the provision of pharmaceutical drugs and supplies to a correctional population in a correctional facility, including operation of a pharmacy and distribution system which requires packaging of medications for distribution to an inmate population (labeled with identification of the drug, amount, and the administering instructions);**
- **Provided services to a minimum of six (6) different correction institutional locations;**
- **Cumulative of not less than 10,000 inmates for all locations; and**
- **At least one correctional institution with 1,500 inmates.**

**NOTE: An Offeror meeting these minimum requirements does not guarantee that the Offeror will be deemed responsible or have its proposals deemed reasonably susceptible of being selected for award**

Offerors shall clearly demonstrate and document within the Executive Summary of their technical proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Offeror's Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found:

Offeror shall have three (3) years experience (as a business; not just individual employees) providing the following concurrently:

- (a) Provision of pharmaceutical drugs and supplies to a correctional population in a correctional facility;
- (b) Operation of a full service pharmacy, including staffing and filling of all prescriptions, on a statewide basis with a minimum of five (5) sites or prisons, and
- (c) Operations of a fully automatic pharmacy and distribution system, which requires that medication be properly packaged (labeled with

identification of the drug, amount, and the administering instructions) and delivered appropriately to the correctional facilities.

14. Amend RFP §3.1 as follows:

### **3.1 General Provisions**

- 3.1.1 The Agency has delegated responsibility for the management of the delivery of inmate health care to the DPSCS Deputy Secretary for Programs and Services and, concomitantly, to the Office of Programs and Services (OPS) Inmate Health Services (OIHS).
- 3.1.2 The terms of the RFP shall be incorporated by reference into the contract unless explicitly modified. ~~The Agency intends that all provisions be susceptible to substantive enforcement at that time, regardless of the terminology. Whether the substantive provision is conveyed as the requirement of a plan, acknowledgment of an obligation, or assumption of a responsibility, the Agency shall be entitled to substantive enforcement of the requirement.~~
- 3.1.3 **The Department Contract Manager has the sole authority to order the Contractor to take specific actions that the Department deems administratively appropriate that are consistent with the terms of the Contract, and the Department Medical Director or Department DON may order the Contractor to take specific actions that the Department deems medically appropriate that are consistent with the terms of the Contract.** Each of the Department's Assistant Secretary for Treatment Services, Agency Director of the Office of Inmate Health Services, Agency Medical Director, and Agency Director of Nursing (DON) may order the Contractor to take specific actions that the Agency deems medically or administratively appropriate at any point during the duration of the contract that are consistent with the terms of the contract. ~~Communication with and immediate oversight and instruction of the Contractor shall be by the Director of the Office of Inmate Health Services/the Contract Manager. Direction beyond the scope of the Contract may be made by written order of the Procurement Officer (see Contract §2.3) based on policy decisions made in conjunction with the Contract Manager. The Agency Medical Director shall have full and final authority to direct any clinical action required.~~
- 3.1.4 Inmate health care is provided in a multi-vendor model (see Sections 3.2 and 3.3 for more detail), with separate contractors providing the following services: (1) medical care, (2) mental health care, (3) pharmacy/pharmaceutical supplies, and (4) dental services. Success in the provision of inmate health services in a multi-vendor model in partnership with the Agency is dependent on open communication to assure successful health care on both the individual and population level. As described within this RFP, the Agency depends on regular meetings on an array of substantive issues to address inmate health needs. The Contractor shall provide appropriate representatives to serve on and attend all committee meetings as required by the Agency. The Medical Provider's

statewide medical director shall chair regular statewide multi-vendor meetings, quarterly Continuous Quality Improvement (CQI) meetings, and regular Infectious disease meetings. The Contractor is expected to attend and fully participate in these meetings. *See* 45 CFR §164.512(k)(5) (providing for the disclosure of protected health information to a custodial correctional facility).

- 3.1.5 The Contractor shall ensure that ~~only qualified health professionals~~ **all Contractor personnel providing services under this Contract will** provide the required services in accordance with all applicable federal or state laws, statutes, or regulations as presently enacted, or which may hereafter be enacted and which are applicable to the Department's facilities and inmate health care programs. This includes adherence to requirements for oversight of delegated tasks.
- 3.1.6 The Contractor shall assume full responsibility for the complete provision of pharmacy services effective upon the Contract start **"Go Live" date, upon receipt of the appropriate Notice to Proceed (see RFP Section 1.4)**. The Contractor shall submit a transition plan describing how it will be ready to initiate services at that time. Though expected to be fully capable of performance at the start of the Contract, the Contractor shall not be entitled to any remuneration for any transition services that precede the start of the Contract **"Go Live" date. In addition, within five (5) days after Contract Commencement (see RFP Section 1.4), the Contractor shall provide the Contract Manager with documentation that the Contractor has established a software relationship with NextGen which only requires initiation. There will be a Start Up Period prior to the "Go Live" date, related to implementation of a number of pharmacy interfaces. During this time, the Contractor will establish connectivity and test the interfaces.**
- 3.1.7 At the Agency's request, the Contractor shall participate **at no additional cost** in the development and transition plan for any new facility and/or mission change at any existing facility and shall send a representative to related meetings.

15. Amend RFP §3.2 as follows:

### **3.2 Introduction**

- 3.2.1 This pharmacy services module is one component of the overall inmate health services program within the Department. The Contractor shall provide all pharmaceuticals, packaging, delivery, pharmacy services, and staff related to the pharmacy services module of the inmate health care program.
- 3.2.2 In addition to this RFP, the Agency has issued separate RFP's **contracts** for medical services with utilization management, mental health services, and dental

services. Successful coordination among the inmate health care providers, including the open exchange of information ~~and accurate and timely updates to an inmate's EMR upon the provision of services or medication~~, is of paramount concern to the Department.

- 3.2.3 Remuneration to the Contractor shall be based on: (a) reimbursement of the Acquisition Cost, as per RFP Section 1.2.1, for legend and non-legend drugs and medical supplies, minus the Contractor's proposed Discount percentage per brand or generic pharmaceutical as detailed in its price proposal for the particular Contract Year; **and** (b) ~~reimbursement of the purchase price without markup of equipment and supplies used on-site at Departmental facilities as per RFP section 3.15.2;~~ and (c) payment of the fixed annual administration fee for each respective year of the Contract for drug delivery, **clinical pharmacists**, ~~staffing~~ and overall administration (including overhead and profit), divided into twelve monthly installments. See RFP Section 4.5 and RFP Attachment F for the financial proposal format.

16. Amend RFP §3.5 as follows:

### **3.5 Plan for the Delivery of Inmate Pharmacy Services**

- 3.5.1 Upon the start of the contract, the Contractor shall be responsible for **start-up transition services as detailed in its transition plan (See RFP Sections 1.4 and 3.1.6).** Upon completion of the ~~transition~~ **Start Up Period and receipt of the Notice to Proceed for the Go Live Date.** the Contractor shall be responsible for implementing **its plan for delivering all pharmacy services as required under the Contract.** ~~the full terms of the integrated health care system described in its plan in coordination with the other inmate health care providers.~~
- 3.5.2 The Contractor's **pharmacy services** plan shall include an acknowledgement of the obligation and description of the provider's ability to adhere to and maintain compliance, throughout the term of the contract, with the following:
- (1). All Consent Decrees and Memoranda of Agreement in force and effect, including but not limited to the Memorandum of Agreement between the Agency and the Department of Justice with respect to DPDS and the partial settlement pending litigation in the federal District Court for the District of Maryland in the case of *DuVal v O'Malley* (see Attachments H-1 and H-2);
  - (2). Applicable Federal and State laws and regulations, including but not limited to those relating to the control of pharmaceuticals and those defining certification or licensing requirements and scope of occupational practice;

- (3). Standards promulgated by the Maryland Commission on Correctional Standards;
- (4). Departmental protocols and directives, including but not limited to procedural manuals of the Office of Inmate Health Services, and directives, regulations, and post orders of DPSCS or any of the custody agencies relating to security and employee conduct, as currently existing and as modified throughout the term of the contract;
- (5). Health care standards of the National Commission on Correctional Health Care (NCCHC), regardless of whether the correctional institution is accredited; and
- (6). Health care standards of the American Correctional Association (ACA), regardless of whether the correctional institution is accredited.

3.5.3 The Contractor shall acknowledge its obligation to obtain and retain all Federal and State licenses and certificates necessary to legally provide the pharmacy program or any of its sub-components in the name of the Agency, and to provide copies as directed by the Agency. The Contractor shall acknowledge its responsibility for the payment of any fees associated with licenses and/or certificates required by the licensing board or bureau and necessary for the Agency's programs to be maintained immediately upon receipt of invoice, and to report all matters regarding licensure promptly to the Agency in the manner directed. The implementation plan must address the timing for acquisition of such licenses and certificates.

~~3.5.4 Any obligation set forth as a required component of the Contractor's performance and implementation plans shall be susceptible to substantive enforcement upon start of the contract.~~

17. Amend RFP §3.6 as follows:

### 3.6 Staffing and Management

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 at various DPSCS facilities, as directed by the Contract Manager. 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 (education on generic, clinically equivalent, and less costly medications), involvement with difficult-to-manage medical and mental health cases, and disease management. 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 retain sufficient 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. ~~In the event that the Contractor determines that additional staffing during the Contract term is necessary to deliver the services required, the Contractor shall institute that staffing at its own expense absent a material change in circumstances after the time of the award acknowledged by the Procurement Officer. In the event the Procurement Officer determines that a material change in circumstance has occurred such that the Contractor is entitled to additional payment for the provision of additional staff, a contract modification will be prepared and submitted for approval.~~

3.6.2 The Contractor shall ensure that there is no interruption in services due to any Clinical Pharmacist or Contractor's staff vacancies, vacations, trainings, or any other situation resulting in insufficient personnel to complete services named throughout the RFP and the Contract.

18. Amend RFP §3.7.5 as follows:

3.7.5 Policies and Procedures shall include, but are not limited to, direction regarding the following:

- (1) Administrative Matters
- (2) Medication Delivery (including handling of medications requiring refrigeration, access to institutions, marking of packages, etc.) and Inventory control
- (3) Packaging of medications, including blister packaging and release medications
- (4) Prescription processing
- (5) Refills
- (6) Medication dispensing and administration
- (7) Methadone utilization
- (8) Formulary adherence and requirements for variation
- (9) Emergency medications
- (10) Onsite Clinical Pharmacists and Pharmacists at Contractor's facilities



- (11) Pharmacy and Therapeutics processes
- (12) Continuous Quality Improvement
- (13) Emergency Management Plans
- (14) Equipment and Supply (including medications) Inventory Control
- (15) Medical Records (**when and how to make entries**)
- (16) Utilization Management and Peer review
- (17) Risk Management and mortality review
- (18) Personnel Policies and Procedures
- (19) ARP (Administrative Remedy Procedure) and Grievance Process
- (20) Pharmacy Manual
- (21) Peer Review Process **of any Pharmacists, on-site or off-site involved in prescriptions under this contract and/or any meetings**
- (22) HIPAA requirements

19. Amend RFP §3.8 as follows:

### **3.8 Hiring Process and Retention**

- 3.8.1 The Agency Director, Medical Director, and Director of Nursing, shall be provided the opportunity to review the credentials and meet with the Contractor's designated **Clinical Pharmacists**.
- 3.8.2 The Agency reserves the right to negate a hire if the candidate is believed to have less than the necessary credentials and/or experience or professionalism to perform the functions of these positions.

20. Amend RFP §3.9 as follows:

### **3.9 Orientation and Training**

- 3.9.1 The Contractor shall develop and maintain a comprehensive competency based orientation program for **on-site Clinical Pharmacists and any other individuals expected to be on-site (ex. meeting attendees)** ~~new staff~~. The orientation shall include a review of the Policies and Procedures manual of the Agency, the Policies and Procedures manual of the Contractor, how to access those manuals, and a review of the limits of the scope of responsibility based on competency. ~~This provision applies to on-site facility staff only (at any DPSCS facility).~~
- 3.9.2 The Contractor shall develop and implement pre-service training for its **Clinical Pharmacists** ~~staff~~, covering subjects related to this RFP. Training shall be in compliance and be consistent with MCCS standards, NCCHC and ACA standards, and the applicable practice requirements of any regulatory

body with jurisdiction over the provision of these health care services. This pre-service training shall be provided to all **Clinical Pharmacists** staff that performs services on this Contract.

- 3.9.3 The Contractor shall implement training on any revisions to directives, manuals, policies, protocols, and procedures and shall institute a program of annual refresher training. This training shall be provided to all staff that performs services on this Contract.

Not later than thirty (30) days after having been informed by the Agency of any new directives, manuals, policies, protocols, and/or procedures applicable to a DPSCS facility or the inmate health care program, or within thirty (30) days of adopting its own modifications, the Contractor shall implement training on the issue to those staff members that may be required to apply the processes and those supervisors that may enforce the processes.

- 3.9.4 The Contractor is responsible for creating and maintaining, on site for each of its employees and those of its on-site subcontractors, documentation that those persons have received the pre-service and in-service training required by the Agency.

21. Amend RFP §3.10 as follows:

### **3.10 Contractor Staff Credentials**

- 3.10.1 The Contractor and any subcontractor(s) shall employ only those persons, including pharmacy technicians preparing prescriptions under the Contract, who maintain the proper training, licenses, certificates, cooperative agreements and registrations necessary to provide those services in Maryland. Such personnel shall be subject to oversight by other professionals as required by law for the applicable licensing, certificate, or registration.

3.10.2 The Contractor shall:

- (1) Maintain current policies and procedures that define and outline the credentialing requirements;
- (2) Submit all credentialing related documents electronically (email or e-fax) to the Department as directed. Hard copies must be maintained at any NCCCH and ACA accredited facility where both electronic and hard copies are required;
- (3) Provide all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:
  - (a) Prior to the performance of any services under the contract, and
  - (b) Within one month **after** ~~of~~ the renewal date of the credential.

3.10.3 The Contractor shall assemble, if applicable by licensure requirements and have accessible on-site and available for review by the Agency, credentialing information that includes, at a minimum, for **clinical** pharmacists **and any designated backups**:

- (1) Signed application and required background check;
- (2) Verification of education, training, and work history;
- (3) Professional references;
- (4) Malpractice claims history;
- (5) Current license to practice;
- (6) Board or specialty certification (physicians);
- (7) DEA and CDS certificate(s);
- (8) Evidence of present illicit drug non-use; and
- (9) CPR / AED certification which may include electronic certification; and
- (10) National data bank self inquiry submission results

3.10.4 The Contractor shall have available at all times complete and up-to-date credential folders that contain the items required for the Contractor's **credentialed** employees for all ~~health care providers employed by a~~ **employees credentialed by a subcontractor**.

3.10.5 All staff performing under this Contract must meet the licensing and certification requirements of the various health occupations boards relating to the performance discipline contained in the Code of Maryland Regulations and the Health Occupations Article of the Maryland Annotated Code.

22. Amend RFP §3.12 as follows:

**3.12 Contractor Staff Institutional Access/Security**

3.12.1 The Agency may, at its sole discretion, remove from or refuse admittance to any Agency facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the required Contract services, which the person so removed or denied access was assigned, are delivered in accordance with the Contract **(see also RFP Section 3.35.4.4)**.

3.12.2 The Contractor will abide with Departmental processes for obtaining security clearance for access for each of their on-site employees and sub-contractors.

3.12.3 The Contractor, its on-site employees, and the on-site employees of its subcontractor(s), shall know and follow all of the security regulations of the Agency and the facilities within the SDA region.

Violation of the security regulations by the Contractor or any of its subcontractors is may be sufficient cause to terminate the contract for default.

23. Amend RFP §3.14 as follows:

### **3.14 Contractor Use of Telephones and Utilities and Minimizing Waste**

- 3.14.1 The Agency will provide the Contractor, as necessary, with such on site telephone services, utilities service and office space as the Agency provides to Department employees.
- 3.14.2 The Contractor shall be responsible for the cost of any long distance telephone calls, including those to its own offices. **The Contractor shall also encourage its onsite Staff to conserve utilities, and minimize non-biological waste by conserving and recycling.**
- 3.14.3 The Contractor shall have its own employees, any Agency employees it supervises, and the employees of its subcontractor(s) keep a log of all long distance calls made from Agency phones **and provide it to the Department Contract Manager monthly. The log shall list the date, time, phone number, name of the party called and name of the person making the call. The Department will determine the cost of such calls and, at the option of the Department Contract Manager, either submit a bill to the Contractor for payment, or deduct the cost of long distance phone service from payments made to the Contractor, via an itemized offset against an invoice.** The log shall list the date, the time, the phone number, the name of the party called and the name of the person making the call. Such logs shall be retained for review by the Department at any time during the Contract term.

24. Amend RFP §3.15 as follows:

### **3.15 Equipment and Supplies**

- 3.15.1 The Contractor shall supply all packaging equipment, furniture, office supplies, and any other supplies and equipment needed to provide pharmacy services as necessary outside of the any Department institution (off-site). ~~Additionally, the Contractor~~ **DPSCS** shall supply and maintain any office **supplies and** equipment or other equipment ~~other than~~ **including** computers required for the Clinical Pharmacists employed under this contract. Responsibility for medication carts, on-site refrigerators for medication storage, other medication storage, and other on-site medication administration and storage equipment shall be the responsibility of the Medical Provider. Bar code scanners, including those used by personnel of

the Medical Contractor, and other inventory control equipment **and systems** shall be the responsibility of the Contractor.

3.15.2 Except for bar code scanners and systems as noted in RFP Section 3.15.1, all equipment and supplies purchased under this Contract for on-site use become the property of the State. **If determined by the Department to be necessary, and with the approval of the Contract Manager, the Contractor may purchase supplies and office equipment to be used on-site, and the Contractor will be reimbursed its actual expenses for those items.** The Agency shall make all final decisions regarding need for purchase of an item or items if questions arise regarding purchase.

3.15.3 For equipment bought for use on-site at a Public Safety Facility, the Contractor shall ~~be responsible for~~ **cooperate with the Medical Provider in** maintaining a perpetual inventory and adhering to State regulations relating to inventory. **In the event that equipment assigned to the Pharmacy Contractor is damaged or cannot be located, the Pharmacy Contractor will be required to pay for the replacement of such equipment at its own expense, unless the Pharmacy Contractor can prove that damage or loss of the equipment was due to circumstances beyond the control of the Pharmacy Contractor.**

3.15.3.1 The Contractor shall adhere to the requirements set forth in the Department of General Services (DGS) Inventory Control Manual: [www.dgs.maryland.gov/ISSSD/InventoryControlManual.pdf](http://www.dgs.maryland.gov/ISSSD/InventoryControlManual.pdf)

Where the DGS Manual requires responsibilities (e.g. reporting) to DGS, the Contractor shall **cooperate with the Medical Provider in any such inventory reports** ~~report~~ DPSCS.

3.15.3.2 Whenever the Contractor purchases a piece of equipment, it shall **report to and cooperate with the Medical Provider in** entering the equipment information into the perpetual inventory and shall place State inventory numbers on the equipment consistent with the DGS Inventory Control Manual.

3.15.3.3 If it becomes necessary that any piece of equipment be transferred from one location to another, the Contractor will **report to and cooperate with the Medical Provider and** complete and submit to the Agency the appropriate Transfer Form prior to moving the equipment and follow Agency protocol for the transfer of that equipment.

3.15.3.4 The Contractor shall **cooperate with the Medical Provider** and **assist in** developing **ing** a database of all equipment in use or obtained through future purchases. ~~and log the maintenance and repair of that equipment on that database. The requirement is set forth further in section 3.31.3 of this RFP.~~

3.15.3.5 The following record keeping requirements shall be maintained for the equipment inventory **that will be maintained by the Medical Provider:**

- 1) Equipment description
- 2) Name of supplier and purchase order or other acquisition document number.
- 3) Acquisition cost and date.
- 4) Physical location of item (Facility code + Room Number or Name)
- 5) Serial number, if any
- 6) State tag number, if any
- 7) Equipment Condition

**3.15.3.6 The Medical Contractor shall reimburse the Contractor for any of the Contractor's bar code scanners assigned to the Medical Contractor's staff that are damaged or unable to be located.**

~~A complete physical inventory report shall be submitted to the Agency within the first 90 days of award and within the last ninety days of each fiscal year, due no later than 6/30/XX, in the form and format as requested by the Agency. The annual inventory report shall include a completed and signed DPSCS Property Form by each facilities property officer.~~

25. Amend RFP §3.16 as follows:

### **3.16 Delivery of On-Site Pharmacy Services**

3.16.1 The Contractor bears ultimate responsibility for the delivery of pharmacy services to the inmate population in all DPSCS facilities by delivering medications to each institution in the Department, as required under RFP §3.16 and §3.17. Note, delivery will not be accepted as being completed unless and until the required medications, etc. are specifically delivered to the appropriate location within the institution as identified in Attachment X.

3.16.1.1 The Contractor shall supply prescription and nonprescription medications and supplies, as applicable, to each facility within each Service Delivery Area, using Contractor-supplied transportation, in unit dose blister and/or cellophane packs, or in the most effective size and package for dispensing **that can be legally dispensed by a non-clinician.**

3.16.1.2 The Contractor shall be responsible for packaging all deliveries to each institution appropriately and utilizing a Contractor-supplied automated bar-coded medication delivery receipt and inventory scanning system.

3.16.2 The Contractor shall supply prescribed medications (including drugs and biologicals) and related supplies for all ~~physician~~ orders and reorders **from authorized prescribers** and other facility requested pharmacy supplies, as approved or ordered and in quantities prescribed.

- 3.16.2.1 Included in the responsibility for supply are over-the-counter medications, prescription medications, controlled drugs, Mantoux serum, influenza vaccine, hepatitis vaccine, and other related items.
- 3.16.2.2 The Contractor shall use the DPSCS Formulary in conjunction with the supply and dispensing of medication. *See* RFP section 3.18 for requirements in connection with developing and maintaining the DPSCS Formulary.
- 3.16.2.3 Generic equivalents are to be supplied whenever possible, unless not approved by the prescribing physician (i.e. usually noted by “Dispense as Written”). **If the Contractor and Clinician disagree as to the use of a generic equivalent, the Contractor may appeal to the Department’s Contract Manager, who will determine the appropriate course of action. The Contract must still fill the order no matter what during the required time period.** ~~At the discretion of the pharmacy vendor, a physician may appeal such a decision to the Director of Pharmacy, with final appeal to the Department.~~
- 3.16.3 All medications ordered from and communicated to the Contractor shall be dispensed and delivered to the appropriate location within the institution, as identified in Attachment X, within 24 hours from the time the order is **received** placed, unless an emergency “stat” need has been designated. **The Contractor shall log and acknowledge all orders received by return email, fax, or other appropriate recorded return communication.** See Attachment X, Pharmacy Delivery Locations. However, for the Division of Pre-trial Detention and Services (DPDS), which includes the Baltimore City local jail for non-sentenced detainees, Baltimore Central Booking and Intake Center (BCBIC), Women’s Detention Center (WDC), Men’s Detention Center (MDC), and Jail Industries (JI), all medication ordered from and communicated to the Contractor shall be dispensed and delivered within 12 hours from the time the order is **received** placed. **These requirements are effective seven (7) days a week, including holidays. There is no order cut-off time.**
- 3.16.4 Access to all drugs and biologicals shall be controlled and limited to necessary and appropriate personnel. Prescriptions shall be dispensed in complete compliance with local, state, and federal laws regulating delivery of pharmaceutical services, ~~the inmates and the facility.~~ **For prescriptions dispensed in Maryland, the Contractor must meet all applicable Maryland and federal laws. The Contractor must possess all necessary licenses and certifications by time of notice of award recommendation.**
- 3.16.5 All drugs and biologicals shall be labeled in complete compliance with local, state, and federal law.

- 3.16.5.1 Each prescription shall be labeled individually, with the inmate's name, inmate number, drug name and strength, directions for use, prescriber name, facility name, prescription number, expiration date (if applicable) and available refills, if any.
- 3.16.5.2 The Contractor shall label all drugs and biologicals with cautionary instructions using auxiliary labels as required, describing drug reactions, interactions, cautions, etc.
- 3.16.5.3 The Contractor must utilize peel-off reorder labels for transmitting reorders to the pharmacy.
- 3.16.6 The Contractor shall track the following information:
- (1) patient medication which may, for any reason, be contraindicated;
  - (2) data on ~~physician~~ **Clinician** prescribing practices;
  - (3) information on drugs prescribed and costs; and
  - (4) patient specific information.
- 3.16.7 The Contractor shall make available to all other inmate health services providers an emergency toll free telephone number for consultation and inquiries and a toll-free telephone number for faxing, and electronic communication.
- 3.16.8 As prescribed, the contractor shall provide a 30 day supply of any medication and/or medical supply for an inmate being released. This 30 day supply should be provided as of the date specified by the **Clinician** ~~physician~~.

**3.16.9 Methadone Program:**

**3.16.9.1 The Contractor shall ensure that narcotic and methadone storage requirements (e.g., double locks, accurate counts with Custody and Contractor, DEA accepted forms of documentation for receipt and use of narcotics) are met. In addition, the Contractor shall maintain proper logs and update narcotics logs for each dose administered.**

**3.16.9.2 The Contractor will work with the Medical Contractor, specifically making sure any licensing component of the certification for this program that may impact the pharmacy license or activity under the contract is covered. The Contractor will attend meetings for policy development and with the DEA as requested, as well as participate in the certification survey to help answer questions. The clinical pharmacists will participate with the addiction specialists, as requested, in looking at the community issues surrounding suboxone usage, and may be called upon to help and alert the Department to any concerns related to the methadone detox and maintenance programs.**



26. Amend RFP §3.17 as follows:

### **3.17 Medication Immediate Start and Emergency Supplies**

3.17.1 **On-site Starter Doses:**

Drugs and stock quantities for starter doses shall be available in amounts determined in conjunction with the Medical **Contractor's approved regional personnel** Director of the Service Delivery Area, subject to Agency approval.

3.17.1.1 Any stock medication ordered shall be prescribed for 3 to 7 days, to include both prescription medication as well as over-the-counter medication.

3.17.1.2 A completed accountability sheet shall be returned to the pharmacy (for reconciliation of doses) when stock is depleted. The drugs shall be recorded and reissued when medically appropriate and ordered by the **Clinician** physician.

3.17.1.3 Documentation of controlled drugs shall be provided according to the DPSCS policy and State and Federal regulations.

3.17.1.4 The Contractor must account for and dispose of all controlled substances within the guidelines of all Federal and State laws.

3.17.2 **On-Site Emergency Kits:**

The Contractor shall supply an emergency medication kit to each ~~pharmacy location~~ **Medication Room as directed by the Department.**

3.17.2.1 The emergency medication kit shall contain only those medications for which immediate administration is required in order to alleviate pain, infection, modify dangerous behavior, or preserve life, including HIV prophylactics.

3.17.2.2 The Contractor shall make determinations on emergency medication kit drugs and stock quantities ~~shall be~~ in conjunction with the **Medical Contractor's** statewide Medical Director and the Agency **Medical** Director. **Based upon information received from the Medical Contractor, the Contractor will receive orders to replenish Medication Room stock.**

3.17.2.3 All emergency medication kit contents shall be listed on the outside of the kit and kits shall be restocked as necessary.

3.17.2.4 The Contractor shall inventory the emergency medication kits monthly, or as **necessary to maintain proper quantity levels** required by the facility.

**3.17.3 Emergency/Stat Orders:**

Emergency or “stat” medications, not found in either the emergency medication kit or starter dose packs, shall be delivered to the ~~Service~~ Delivery Area **specified delivery locations for the appropriate facility** within four (4) hours of receipt of the order.

**The Contractor may consult with the treating Clinician to determine whether there exists an emergency backup need. If an emergency medication is ordered multiple times, the Contractor may request that the particular medication be stocked at the facility in order to decrease future emergencies. The Department’s Medical Director will make the final determination regarding any such request.**

**For any such use of emergency or stat medications, the Contractor is required to submit a report of the circumstances requiring such use, to be reviewed by the Department.**

3.17.3.1 The Contractor shall be responsible for the delivery of the **emergency/stat** medications to the institution using Contractor-supplied transportation. ~~All contents shall be listed on the kit.~~

3.17.3.2 Emergency medication services shall be provided on a seven (7) day a week, twenty-four (24) hour per day basis, **including holidays**.

27. Amend RFP §3.18 as follows:

**3.18 Agency Formulary**

3.18.1 The Contractor shall be responsible for maintenance and enforcement of the DPSCS drug formulary list (“DPSCS Formulary), beginning with the Formulary in existence **at the time the Contractor takes over all contract services** ~~now~~.

3.18.2 The DPSCS Formulary may be modified only following review by the Contractor’s Pharmacy and Therapeutics committee (see RFP Section 3.29), and with Agency approval.

3.18.3 The Contractor shall make the DPSCS Formulary list available to all inmate health providers through an electronic means with hard copy back-up. **Possible formats include, but are not limited to, MS-Word, MS-Access, and MS-Excel.**

3.18.3.1 The means adopted shall be subject to Agency approval.

- 3.18.3.2 The most current formulary list shall be available at all times and shall be appropriately indexed and marked as to version to reflect the effective dates and nature of changes.
- 3.18.3.3 A notation shall be made to indicate the effective date of any modification on the DPSCS Formulary.
- 3.18.3.4 Any hard copy back up shall be in a format that allows for convenient updating. The hard copy and electronic version shall be appropriately indexed and marked as to version number to reflect the effective dates and nature of changes.
- 3.18.4 Any prescription for a non-formulary medication shall be reviewed by a Clinical Pharmacist **(on-site or off-site)** assigned by the Contractor who shall determine whether sufficient documentation has been provided to support the non-formulary request, and whether formulary alternatives were sufficiently exhausted. **If one of the On-Site Clinical Pharmacists (Pharm. Ds) is unavailable, a pre-approved pharmacist with clinical experience at the Contractor's own facilities may review the request. Orders for non-formulary medication must be filled on time; any disputes will be handled afterwards.**
- 3.18.4.1 The pharmacist shall return a non-approved prescription to the prescribing physician with a replacement alternative for non-emergent requests within 24 hours; emergent/urgent requests must be responded within ~~8~~ **4** hours of receipt.
- 3.18.4.2 A ~~prescribing physician~~ **Clinician** may appeal a determination to reject a non-formulary prescription ~~through the Contractor's statewide Medical Director~~, consistent with **RFP Section 3.18.4 and** Agency policies and procedures.
- 3.18.4.3 Pharmacy audits, capturing all non-formulary orders, will be performed, reviewing any non-formulary order filled, not accompanied by a non-formulary order approval. Specific Clinician ordering patterns will also be reviewed. These non-formulary process compliance audits will be reviewed as part of the quarterly P&T agenda. Trending data analysis of providers who are responsible for non-formulary requests per region/facility will be reviewed for compliance and will alert the Department's Clinical Team, made up of ACOMS, the Department's Director of Nursing, and the Department's Medical Director, of who is in non-compliance.**
- 3.18.5 The Agency reserves the right to have the Contractor-recommended formulary reviewed by outside consultants experiences with such matters, including consultants retained by the Agency, or provided by another State agency, such as the Department of Budget and Management or the Medicaid Program of DHMH.**

28. Amend RFP §3.19 as follows:

**3.19 Interdisciplinary Consultation Patient Care Conferences**

- 3.19.1 Patient ~~Clinical Case~~ **Care** Conferences may be planned and implemented for any medical or mental health patient noted to be out of the ordinary such as those with multiple diagnoses requiring acute attention to treatment to avoid error, behavioral problems disrupting clinical services, or out of state persons that may require special planning for continuity of care.
- 3.19.2 The Contractor's **clinical pharmacist, preferably one of the five Pharm. Ds, or other approved Contractor personnel,** shall attend such Patient Care conferences as requested.

29. Amend RFP §3.21 as follows:

**3.21 Investigation and Follow-up of Grievance/ARPS and Complaints**

- 3.21.1 Inmate correspondence or correspondence from any person of interest relating to this ~~Pharmacy Services~~ **Contract** module received by the Agency shall be reviewed and forwarded to the Contractor if response is appropriate.
- 3.21.2 A copy of complaints about service received directly from the Contractor shall be forwarded to the **Department's Inmate Correspondence Coordinator** Agency upon receipt to determine whether response is required.
- 3.21.3 A copy of any response shall be sent to the applicable ACOM or, if a Statewide issue, to the Agency Director of Nursing.
- 3.21.4 Any time a response is considered to be non-responsive (i.e. does not directly answer the question posed) it can and shall be returned to the Contractor for re-investigation and more appropriate response.
- 3.21.5 All correspondence relating to complaints and all grievances shall be investigated and responded to consistent with Agency policy and procedures. (See Attachments P-1 through P-4: ARP Policies and Procedures).
- 3.21.6 The Agency, in its sole discretion, may direct that the Contractor take specified action with regard to a complaint.

30. Amend RFP §3.22 as follows:

### 3.22 Emergency Preparedness

- 3.22.1 The Contractor shall ensure that appropriate personnel, on-site, at Contractor's facilities, and for delivery, are available to provide pharmacy services as required by this Contract during severe weather, natural disasters, pandemics, and other emergencies.
- 3.22.2 The Contractor shall develop and implement, as necessary, an emergency management plan consistent with the Agency's and specific facility's Emergency Preparedness Plans and/or Continuity of Operations Plans (COOP).
- 3.22.3 The Contractor shall participate in all regional and statewide institutional emergency services plan rehearsals, including:

3.22.3.1 Institutional mock disaster and other types of drills no less than annually at each facility in collaboration with security staff. These drills may include power outages, individual injuries, weather-related evacuation procedures, etc. If in the opinion of the DPSCS Medical Director any drill evidenced a significant deficiency and unsatisfactory result, the disaster or other drill shall be re-conducted at the direction of the DPSCS Medical Director.

3.22.3.2 Departmental requests for regional emergency services plan rehearsals, which include Contractor's response to a natural disaster, aviation accident, mass evacuation, etc.

3.22.3.3 Departmental requests for statewide emergency services plan rehearsals, which include Contractor's response to a natural disaster, aviation accident, mass evacuation, etc.

31. Amend RFP §3.26.2 as follows:

- 3.26.2 The Contractor shall conduct internal CQI meetings for its employees and subcontractors monthly to review measures of performance and to develop and monitor and measure quality improvement outcomes. The Contractor shall also perform monthly audits of Medication Rooms, and provide a summary of the findings to the Department (ex. expired drugs, need for replenishment, etc.).

32. Amend RFP §3.27 as follows:

### 3.27 Peer Review

3.27.1 The Contractor shall ensure that each pharmacist performing services on this Contract be professionally reviewed by an independent and clinically appropriate pharmacist on an annual basis.

3.27.2 The results shall be communicated to the Agency within 15 days of the anniversary of the pharmacist's entrance on duty date.

**3.27.3 The Contractor shall conduct specific annual reviews of the work of all of its own staff or other subcontracted persons, providing services under this Contract.**

**3.27.4 A clinical pharmacist-specific peer review shall be conducted at the request of the DPSCS Medical Director annually, and if services are deemed to be below standards such that concerns related to ongoing competency are raised. Such a review must be completed within 10 working days of the request, and e-mailed within that same time to the DPSCS Medical Director/designee.**

33. Amend RFP §3.28 as follows:

### **3.28 Risk Management Program**

3.28.1 The Contractor shall abide by all Agency rules, regulations, policies, and procedures regarding risk management and will work in collaboration with all other inmate health care providers/contractors to assure that safety and prudence are exercised at all times.

3.28.2 The Contractor shall submit a monthly report of all incidents/accidents/errors occurring or discovered by its staff. Reports will include the incident or event, the date it occurred, how it was discovered, any outcomes as a result of that event (good and/or bad), and what is being done to prevent re-occurrence. Monthly narratives, summations of audit findings or verbal reports will not be considered as acceptable. Reportable events include but are not limited to:

- ~~(1). Unexpected or unexplainable deaths,~~
- ~~(2). All suicides successful or attempted,~~
- (1).** Assaults on contractor staff,
- ~~(3). Inmate assaults requiring medical treatment,~~
- ~~(4). Post "use of force" examinations,~~
- ~~(5). Emergency Responses necessary to maintain or resuscitate life,~~
- (2).** Injuries occurring as a part of work accidents, such as, but not limited to medication error, needle sticks, missing documentation, staff falls, etc.
- (3).** Exposures to infectious diseases,
- (4).** Prophylaxis administration,
- (5).** Security Breaches (e.g. lost keys, missing sharps or medications, contraband, etc.).

34. Amend RFP §3.29 as follows:

### **3.29 Pharmacy and Therapeutics**

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 practitioners. **Regional Clinical Pharmacists are required to attend these meetings.**

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 Clinical Pharmacists are required to attend 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 inmate health care providers/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.

35. Amend RFP §3.30 as follows:

### **3.30 Patient Health Records**

3.30.1 The Contractor, through its pharmacists, shall enter all patient specific medication information into the inmate's Electronic Health ~~Medical~~ Record (~~EMR~~ EHR) as appropriate (**for example: consultation results; unusual circumstances.**)

3.30.1.1 The primary patient health record is maintained within the EHR ~~EMR~~ system and it is the obligation of the Contractor to access EHR ~~EMR~~ and make entries where appropriate. The Department's formulary shall be imported into the EHR ~~EMR~~ twice a year.

- 3.30.1.2 The Contractor shall schedule and ensure attendance at an initial training program for all of its potential users as well as for ongoing new employee orientation to the NextGen product, as well as for additional training relative to any future upgrade of or change from the current EMR product. All EMR training shall be provided by the primary Medical Contractor.
- 3.30.2 The Contractor shall use an approved Agency form for all Departmental business unless a form for a particular purpose does not exist, in which case the Contractor shall work with the Agency to develop a State approved form for that purpose.
- The Contractor may develop a temporary form until an approved form is developed, but may not use that form until it has been submitted to the Agency for approval.
- 3.30.3 All aspects of the inmate medical record are the property of the State and should not reflect the name of any contractor. Records may not be removed from State property, destroyed, altered, etc.

36. Amend RFP §3.31 as follows:

**3.31 Data and Reports**

- 3.31.1 The Contractor shall be responsible for the development and/or upkeep of electronic data tracking in a format approved by the Agency, and with the capacity to provide reports to the Agency. **Examples of electronic data tracking include required information for State Stat, specific disease correlation data, vacation data, disease prevention data, chronic care medication related data, and release medication data. The Contractor must be able to respond to various electronic data requests as they arise.**
- 3.31.2 The Contractor shall establish and maintain a Peer Review database which will contain all of the elements of a peer review for onsite pharmacists. **MS-Excel is the preferred format for meeting this requirement. Other electronic formats may meet this requirement, including MS-Access, subject to Department approval.** At a minimum, the database will include:
- The Name of the individual employee/pharmacist
  - The individual’s professional discipline
  - The date of the review
  - A list of the source material used for the review
  - Any verbal results from a review summarized
  - Any suggestions for improvement noted
  - A date for follow up review, if such is recommended.



3.31.3 **By separate contract, the Medical Contractor shall is charged with establishing and maintaining an Equipment database., The Pharmacy Contractor shall work with the Medical Contractor in maintaining the database.** which shall include an onsite equipment inventory as well as maintenance provided. At a minimum, the database will include:

~~Inventory item by description  
Date of purchase  
Cost at time of purchase  
Remark that equipment is labeled with State Equipment Label  
Serial Number of Equipment if available  
State Equipment number  
Purchased for Inmate shall include the inmate ID number  
Delivered to Inmate date (if applicable)  
Monthly inspection date  
Inspection outcome (condition of equipment)  
Repairs needed (if applicable)  
Repairs completed (if applicable)~~

3.31.4 The Contractor shall produce reports addressing the work being performed under the Contract.

3.31.4.1 Monthly information and utilization reports shall be submitted to the Agency no later than the fifth of the month following the month the report reflects in a form and format prescribed by the Agency as required. **The Contractor is to use the preceding month's Average Daily Population (ADP) to complete reports.** Such reports shall address, but are not limited to:

- (1). Prescriptions filled by drug, type, whether formulary or non-formulary, and quantity on a State-wide basis, **including total drug-spend per drug type;**
- (2). Prescriptions filled by drug, type, whether formulary or non-formulary, and quantity on an institution by institution basis, **including total drug-spend per drug type;**
- (3). Patient profiles;
- (4). Prescription trends;
- (5). Drug history and physician **Clinician** prescribing reports;
- (6). Usage and disposal reports;
- (7). Prescriptions filled in conjunction with inmate releases to the community;
- (8). Delivery reports by date and institution including emergency deliveries; and
- (9). Other reports as deemed necessary by the Agency.

3.31.4.2 The Contractor shall also submit a narrative monthly report delineating the status of the programs and services required to be delivered,

citing those elements of the contract that are not in compliance and providing a corrective action plan by Service Delivery Area.

3.31.5 The Contractor shall also provide a report on a monthly basis relating to grievances and claims arising from the contract

3.31.5.1 The monthly grievance report shall include:

- (1) Name and identification number of inmate
- (2) Institution from which claim arose
- (3) Form of grievance or claim (letter of complaint; ARP; grievance; litigation)
- (4) Nature of claim (delay of care; medication distribution; referral, etc)
- (5) Date received
- (6) Summary of response
- (7) Date of response

3.31.5.2 The Contractor shall provide a monthly litigation report. The litigation report shall include the information above from the grievance report, but shall be separately reported to identify court, case number, whether counsel filed or pro se, and amount of claim. Each entry shall be updated each month to identify whether dispositive motions are pending, discovery proceeding, trial set (date), trial held, judgment rendered, and/or appeal noted. All rulings on dispositive motions, judgments and settlements, and the terms of any judgment or settlement shall also be reported, regardless of whether the named defendant is the corporate defendant, a corporate subcontractor, or an individual employed by the Contractor or a subcontractor if the suit arises from performance of the services under this RFP.

3.31.5.3 In addition, the Contractor shall provide a cumulative semi-annual grievance and complaint report. The report shall be filed in July and January of each contract year analyzing grievance and complaint data for the immediate preceding relevant six-month period by institution, region, and nature of claim. The report shall include an assessment of whether corrective action is necessary or appropriate to respond to any trends and shall recommend a corrective action plan where appropriate.

3.31.6 All databases/data tracking tools are subject to periodic revisions and updates and shall be made available to Agency management upon request and without delay.

37. Amend RFP §3.32 as follows:

**3.32 Failure of Performance**

It is critical to the success of the State's inmate health care services contract that services be maintained in a timely manner and that the Contractor operate in an extremely reliable manner. It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of certain delays or failures in administration, service, reporting, and attendance of Contractor personnel on scheduled work and provision of services under this Contract. In the event of certain such delays and failures, the amount of damage which will be sustained from a failure to perform to certain standards will be the amounts set forth in Attachment V (the Contractor agrees that in the event of any such failure of performance, the Contractor shall pay such amount as liquidated damages and not as a penalty). The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

**The Department will not assess or invoke liquidated damages for any occasion of Contract non-performance otherwise subject to liquidated damages if such non-performance is determined by the DPSCS Contract Manager to have resulted from circumstances beyond the control of the Contractor.**

**During the "Start Up Period," prior to the Contract "Go Live Date" (See RFP Section 1.4) the Department will not assess any of the liquidated damages described in Attachment V.**

38. Amend RFP §3.33 as follows:

### **3.33 Invoicing**

3.33.1 As noted in section 3.2.3, remuneration to the Contractor shall include:

- (a) Reimbursement of the Acquisition Cost, as per RFP Section 1.2.1, for legend and non-legend drugs and medical supplies, minus the Contractor's proposed Discount percentage per brand or generic pharmaceutical as detailed in its price proposal for the particular Contract Year;
- (b) Reimbursement of the purchase price without markup of equipment and supplies used on-site at Departmental facilities as per RFP section 3.15.2;
- (c) Payment of the fixed annual services fee for each respective year of the Contract, which covers all services (staffing, delivery, administrative, etc.) and all other costs (general, overhead, profit, etc.) under the Contract. The annual fee for the particular Contract Year shall be paid in twelve equal monthly installments. **If Contract Year 1 is longer than 12 months, as noted in RFP Section 1.4, then the Contractor will be paid its annual service fee as detailed above, in addition to a prorated fee in monthly installments, based on its "Contract Year 1" annual service fee, for the time of service in excess of 12 months for the first service "year." For example, if "Contract Year 1" is 13 months, the Contractor will be paid its full one-year proposed service pricing, plus 1/12 of the**

service fee for the 13<sup>th</sup> month. ‘yearly’ fee will be divided by the number of actual months for Contract Year 1).

**(d) As noted in Section 1.4, no compensation will be paid to the Contractor for any start-up activities it performs during the Start Up Period, prior to the Go Live Date.**

3.33.1.1 Monthly invoices from the Contractor to the Department shall be submitted electronically and in hard copy, using an Excel spreadsheet or some other format acceptable to the Department.

In addition to the monthly invoice, the Contractor shall prepare an Excel workbook file that includes a monthly report that lists all drug types provided to the Department in that particular month, the quantities of each drug type provided, the Contractor’s invoiced acquisition cost per drug type provided (with the Contractor providing copies of its suppliers’ invoices as verification), and the Contractor’s price to the Department per drug, reflecting the Contractor’s proposed Discount percentage.

3.33.1.2 The Contractor’s invoice must show at a minimum for each prescription:

- (1). Inmate’s Name
- (2). Inmates ID Number
- (3). Prescriber
- (4). Generic Code
- (5). Other code if non-formulary
- (6). Dosage Form
- (7). Package Size
- (8). NDC Code
- (9). Quantity
- (10). Date of order and date of fill
- (11). Date dispensed
- (12). Whether initial fill or refill

3.33.1.3 Each month the Contractor shall provide with its invoice to the Department an electronic copy of the manufacturer’s or wholesaler’s invoice in accordance with RFP section 1.2.1, for all drugs and supplies provided under the Contract for the preceding month (the month for which the invoice is submitted). With the provision of electronic copies of the invoices for all items provided under the Contract, the Contractor shall include an affidavit stating that these invoices represent its Acquisition Cost for each item, as defined in RFP section 1.2.1. In addition, copies of any invoices for equipment purchased by the Contractor, **that had prior written approval from the Contract Manager,** that the Department is to reimburse the Contractor for are to be provided for equipment was that was purchased in the previous month (see RFP Section 3.15.2).

Included in the portion of the monthly invoice submitted by the Contractor to the Department for the pharmaceuticals purchased by and distributed to the Department, the Contractor shall apply the discount it has proposed in its Price Form (Attachment F) for the particular Contract Year to the actual acquisition cost the Contractor paid for each brand or generic pharmaceutical provided to the Department. These detailed calculations shall be shown on the monthly invoice. The rationale for requiring these discounts is to allow the Contractor to pass through the savings it receives from manufacturer/supplier rebates for the pharmaceuticals the Contractor purchases. These brand and generic discount percentages to be applied to the monthly invoices may change per year, based on the Contractor's Price Proposal. The final amount paid to the Contractor by the Department for pharmaceuticals delivered shall reflect the Contractor's proposed brand and generic discounts for the particular Contract Year the invoiced period falls within.

- 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 ~~of~~ 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 percentage of the discrepancy identified by

the Department Audit for the time period covered by the audit. *See* RFP Section 3.32.

The audit for the final Contract month will be conducted promptly 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.

3.33.2 One hundred percent (100%) credit shall be given to the Agency for medications returned in original blister or cellophane packs, except for medication that is out-dated, has deteriorated, or has been outside of the control of the institutional pharmacy. No credit will be issued for controlled substances. Returned medications for which the Agency is not given credit shall be destroyed by the Contractor in accordance with RFP section 3.23.

39. Amend RFP §3.34 as follows:

### **3.34 Insurance Requirements**

The Contractor shall maintain general liability, property and casualty insurance with minimum limits, **as outlined below**, sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, employees or subcontractors.

3.34.1 The Contractor shall provide a copy of the Contractor's current certificate of insurance that, at a minimum, shall contain the following:

Worker's Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employee's Liability Act.

Errors and Omissions – The Contractor shall purchase and maintain Errors and Omissions liability coverage in the minimum amount of: \$1,000,000- **(if not already included as part of the druggist coverage included with the General Aggregate Limit as detailed below)**.

Commercial General Liability – The Contractor shall purchase and maintain at least the following insurance protection for liability claims arising as a result of the Contractor's operations under this Contract:

\$7,000,000: General Aggregate Limit (including without limitation druggist coverage and other than products/completed operations)  
\$2,000,000: Products/completed operations aggregate limit  
\$1,000,000: Each Occurrence Limit  
\$1,000,000: Personal and Accidental Injury Limits  
\$50,000: Fire Damage Limit  
\$5,000: Medical Expense

3.34.2 Upon execution of a Contract with the State, Contractor shall: (i) provide the State with current certificates of insurance that identify the State as an additional insured, and (ii) shall maintain and report such insurance annually to the Procurement Officer.

**3.34.3 The certificate of insurance shall acknowledge a requirement for the insurer to provide 45 days notice to the Department in the event the Contractor's insurance will lapse due to non-payment of premiums, or will not be renewed by the insurer. In this event the Contractor must provide the Department Contract Manager with evidence of replacement insurance within 30 days prior to the date the Contractor's insurance will lapse or not be renewed. At no time may the Contractor provide services under this contract without appropriate insurance coverage.**

40. Add RFP §3.35 as follows:

**3.35 Substitution of Personnel**

**3.35.1 Continuous Performance of Key Personnel**

**Unless substitution is approved per this RFP Section 3.35, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the RFP or the Contractor's Technical Proposal without the prior written concurrence of the Contract Manager.**

**3.35.2 Definitions**

**3.35.2.1 As used in this section:**

**3.35.2.1.1 "Contract Manager" means the Department Contract Manager previously identified in this solicitation, and/or a person designated in writing by the Contract Manager or the Department or**

Department to act for the Contract Manager concerning Contractor personnel substitution issues.

3.35.2.1.2 “Day” or “Days” means calendar day or days.

3.35.2.1.3 “Extraordinary Personal Circumstance” means any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than 15 days that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances might include but are not limited to: a sudden leave of absence to care for a family member that is injured, sick or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of the individual’s home that causes a major disruption in the individual’s normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; military service call-up; etc.

3.35.2.1.4 “Incapacitating” means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

3.35.2.1.5 “Sudden” means when the Contractor has less than 30 days’ prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

### 3.35.3 Key Staff General Substitution Provisions

3.35.3.1 The following provisions apply to all of the circumstances of staff substitution described in section 3.35.4 of this section.

1. The Contractor shall demonstrate to the Contract Manager’s satisfaction that the proposed substitute personnel have qualifications at least equal to those of the personnel for whom the replacement is requested.

2. The Contractor shall provide the Contract Manager with a substitution request that shall include:

- A detailed explanation of the reason(s) for the substitution request
- The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor
- The official resume of the current employee for comparison purposes
- Any required credentials

3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager, and/or other appropriate State personnel involved with the



Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

4. The Contract Manager will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a requested key personnel replacement.

### 3.35.4 Replacement Circumstances

#### 1. Voluntary Staff Replacement

To voluntarily replace any key staff, the Contractor shall submit a substitution request as described in section C of this section to the Contract Manager at least 15 days prior to the intended date of change. Except in a circumstance described in section 3.35.4 #2 of this clause, a substitution may not occur unless and until the Contract Manager approves the substitution in writing.

#### 2. Staff Replacement Due to Vacancy

The Contractor shall replace key staff whenever a vacancy occurs due to the Sudden termination, resignation or leave of absence due to an Extraordinary Personal Circumstance of such staff, Incapacitating injury, illness or physical condition, or death. (A termination or resignation with 30 days or more advance notice shall be treated as a Voluntary Staff Replacement as per section 3.35.4 #1 of this clause.)

Under any of the above 3.35.4 #2 circumstances, the Contractor shall identify a suitable replacement and provide the same information or items required under Section 3.35.3 of this section within 15 days of the sooner of the actual vacancy occurrence or from when it was first learned by the Contractor that the vacancy would be occurring.

#### 3. Staff Replacement Due to an Indeterminate Absence

If any key staff has been absent from his/her job for a period of 10 days due to injury, illness, or other physical condition, leave of absence under a family medical leave or Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next 20 days to fully resume his/her job duties, before the 25<sup>th</sup> day of continuous absence the Contractor shall identify a suitable replacement and provide the same information or items required under section C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract

Manager, at the option of the Contract Manager the original staff may continue to work under the Contract, or the replacement staff will be authorized to replace the original staff, notwithstanding the original staff's ability to return.

#### 4. Directed Staff Replacement

a. The Contract Manager may direct the Contractor to replace any staff that is perceived as being unqualified, non-productive, unable to fully perform his/her job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or that has committed a major infraction(s) of law or Department or Contract requirements. Normally a directed replacement would only occur after prior notification of problems with requested remediation, as described in 4.b, below. If after such remediation the Contract Manager determines that the staff performance has not improved to the level necessary to continue under the Contract, if at all possible at least 15 days' replacement notification will be provided. However, if the Contract Manager deems it necessary to remove the offending individual with less than 15 days' notice, the Contract Manager can direct the removal in a timeframe of less than 15 days, to include immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with section 3.35.3 of this section, provide a suitable replacement for approval within 15 days of the notification of the need for removal, or the actual removal, if that occurs first.

b. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within 10 days of the date of notice and implement the Remediation Plan Immediately upon written acceptance by the Contract Manager, or revise and resubmit the plan to the Contract Manager within 5 days, as directed in writing by the Contract Manager.

Should performance issues persist despite the previously agreed to Remediation Plan, the Contract Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit, or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key staff at issue.

Replacement or substitution of personnel under this section shall be in addition to and not in lieu of the State's remedies under the Contract.

41. Add RFP §3.36 as follows:

### **3.36 Contract Close-Out and Transition**

**3.36.1 If the Contractor is not awarded a successor contract, it shall fully cooperate with the successor contractor to effect a seamless transfer of Inmate Pharmacy services. The Contractor shall:**

**3.36.1.1 Provide reasonable access to the successor contractor to the Contractor's non-supervisory staff and mid and lower level supervisory staff between 30 and 60 days of the Contract end date. If less than 30 days of the Contract term remains as of the time a successor contract is awarded the Contractor shall make special efforts to provide the successor contractor access to its staff noted above in this section.**

**3.36.1.2 Participate in any contract-ending physical inventory.**

**3.36.1.3 Transfer any DPSCS-specific databases to the successor contractor as of the end of final day of the Contract.**

**3.36.1.4 As requested by the Department Contract Manager, provide appropriate representation at work initiation meetings between the Department and the successor contractor to help ensure a smooth transition of services.**

**3.36.1.5 Ensure that all required records, reports, data, etc. are current and properly documented in the appropriate data base or file for use by the successor contractor as of start of the successor contract.**

**3.36.2 The Contractor shall ensure that all required Contract close-out activities are timely and properly performed. Specifically, the Contractor shall ensure that:**

**3.36.2.1 The final invoice to the Department is submitted within 31 days of the end of the Contract.**

**3.36.2.2 All supplies, equipment, manuals, etc. owned by the Department are turned over to the Department as of the end of the Contract.**

**3.36.2.3 All source codes to software specifically developed for use under the Contract are turned over to the Department Contract Manager or placed with an appropriate escrow agent.**

42. Amend RFP §4.2 as follows:

### **4.2 Proposals**

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP). An unbound original, so identified, and **five (5)** ~~eight (8)~~ copies of each volume are to be submitted. An electronic version of both the

Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media on CD shall bear the RFP number and name, name of the Offeror and the volume number.

43. Amend RFP §4.4, Tab D. as follows:

**TAB D. OFFEROR TECHNICAL RESPONSE TO RFP REQUIREMENTS**

4. An Offeror shall include in its staffing plan, at a minimum, five (5) Clinical Pharm. D's to cover each service delivery area **on-site, 40 hours per week**. These pharmacists and their schedules shall be identified to the agency, assigned only to this contract, and shall not have responsibilities for any other contract. **The Offeror shall detail how non-formulary review will be provided for in its staffing plan, in addition to required meetings. The Offeror shall also identify sufficient backup staff for when any Clinical Pharm. D is unavailable due to meetings, sick leave, vacations, etc.** The Clinical Pharm. D's assigned to the service delivery areas must manually sign/log in, or electronically sign/log in at the correctional facilities as instructed by the agency. The Offeror shall also include in its plan a disease management program that outlines potential cost savings for inpatient and offsite care related to cardiac, diabetes, HCV, HIV, INR and wound care management infectious diseases directly related to the use of clinical pharmacy. **The Offeror shall detail how it will ensure that each pharmacist performing services on this Contract is professionally reviewed by an independent and clinically appropriate pharmacist on an annual basis, as required in RFP Section 3.27**

**18. The Offeror shall describe how it will ensure that the formulary utilized at DPSCS facilities will not be manipulated for vendor benefit.**

**19. The Offeror is to provide documentation as to how it will meet the requirements of RFP Section 3.16 in relation to pain management utilizing schedule CII controlled substances and methadone treatment.**

44. Amend RFP §4.4, Tab E. as follows:

**TAB E. PERSONNEL/RESUMES**

The Offeror must describe its personnel capabilities in compliance with the overall performance requirements of the contract. Resumes must be provided for all key personnel proposed for this project, **including resumes for the five Clinical Pharm. Ds, designated backups to the clinical pharmacists, along with any off-site personnel that will attend meetings or provide non-formulary review. Documentation detailing any licensing for proposed pharmacists will be required during the credentialing process prior to**

**hiring review, and is not part of the submission paper work for an Offeror's proposal.**

45. Amend RFP §4.4, Tab F. as follows:

**TAB F. OFFEROR EXPERIENCE, CAPABILITIES, AND REFERENCES**

Offerors shall include information on past experience with projects with similar requirements within the past five years, **their litigation/legal action history, and history of any terminated contracts.** Offerors shall describe their experience and capabilities through a response to the following:

1. An overview of the Offeror's experience providing services similar to those included in this RFP. This description shall include:
  - a) A summary of the services offered
  - b) The number of years the Offeror has provided these services
  - c) The number of clients and geographic locations the Offeror currently serves
2. All references shall include the identification of all contracts that your firm has undertaken with a similar scope of work as presented in the body of this RFP. Identify the entity contracted with, the general scope of services provided, the number of inmates/clients serviced and the duration of the contract. If the contract is current, identify the current contact person for references. If the contract is not current, indicate the cause for termination, and the previous contact person for reference.

Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits to the Offeror's offices and facilities for the purpose of evaluating proposals.

3. Offeror shall submit a Corporate Fact Sheet that includes but is not limited to the following:

Evidence of experience in the delivery of correctional medical services (see RFP Section 2 for minimum experience requirements); Corporate history; Primary areas of specialization; and Company size.

As part of its Corporate Fact Sheet, an Offeror must disclose and fully describe any affiliation(s) the Offeror has with drug wholesalers or manufacturers. If an offeror is affiliated with a drug wholesaler or manufacturer, that offeror must detail in its proposal the exact nature of the relationship, including what steps have been taken and/or will be taken by the Offeror to prevent possible manipulation of the acquisition costs, as defined by RFP §1.2.1, that are included in invoices submitted by the Offeror.

4. Offerors shall submit a staff skills and qualifications matrix in their own format to summarize relevant experience for the proposed staff, including any subcontractor staff. Offeror and subcontractor staff experience shall be presented in two separate matrices.

## 5. LITIGATION / LEGAL ACTIONS

Describe any litigation and/or government action taken, proposed or pending against your company or any entities of your company during the most recent five (5) years. This information shall include notice whether the Offeror's organization has had its registration and/or certification suspended or revoked in any jurisdiction within the last 5 years, along with an explanation. In addition, provide a Legal Action Summary. This summary must include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the offeror and a brief description of any action.
- b. A brief description of any settled or closed legal actions or claims against the offeror over the past five (5) years.
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court.
- d. In instances where litigation is on-going and the offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

If an Offeror responds to this TAB with a generic statement such as, "See 10K" or "See SEC filing":

- The referenced document must be included in the Technical Proposal
- The location within the document where the requested information can be found should be specifically noted
- The information contained in the indicated section should be responsive to the information requested under this TAB. A generic statement in the document to the effect that there often are what might be called nuisance lawsuits filed against the Offeror will only be sufficient if it is a true statement. i.e., the Offeror is asserting that in its opinion no lawsuit filed against it is noteworthy.

## 6. TERMINATED CONTRACTS

The Offeror must provide a list of any contracts with any entity, public or private that have been terminated, for convenience or cause, within the past five years. Terminated contracts for convenience include contracts with renewal options when an available option was not

exercised by the contracting entity (customer). For any such instance, identify:

- The contracting entity
- The nature of the contract
- The value of the contract
- The intended original term of the contract
- At what stage of the contract it was terminated
- The reason for the termination

A contact person at the contracting entity that can be contacted for verification of the provided information, or for additional information. The contact person information should include the name and title of the contact, along with a phone number and email address.

46. Amend RFP §4.4, Tab H. as follows:

#### **TAB H. ECONOMIC BENEFIT FACTORS**

Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.

As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the procurement officer or other designated Department personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this contract:

1. generic statements that the State will benefit from the offeror's superior performance under the contract;
2. descriptions of the number of offeror employees located in Maryland other than those that will be performing work under this contract; or
3. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.

Discussion of Maryland based employees or locations may be appropriate if the offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners.
- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- Subcontract dollars committed to Maryland small businesses and MBEs.
- Other benefits to the Maryland economy which the offeror promises will result from awarding the contract to the offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements (do not include any details of the financial proposal with this information):

- 1) The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractor, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- 2) The estimated number and type of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.
- 3) Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of



~~the total tax revenues resulting from the contract.~~

- 4) ~~The estimated percentage of contract payments to be committed to Maryland small businesses and MBEs.~~

~~In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.~~

47. Amend RFP §4.5 as follows:

#### **4.5 Volume II – Financial Proposal**

- 4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with similar information noted on the Technical Proposal (RFP Section 4.3), the Offeror must submit an unbound original, **five (5) eight (8)** copies, and an electronic version in Microsoft Excel of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Form (Attachment F) must be submitted and completely filled in (no blanks or omissions).
- 4.5.2 Do not change or alter these forms. Substantive alterations to the price form that an offeror refuses to remove when directed to do so, will cause the proposal to be rejected.
- 4.5.3 The Proposal Price Form shall be completed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.
- 4.5.4 All criteria included in the Proposal Price Form, i.e., the estimated quantity of various items, etc., shown on these forms are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase the goods and services in different quantities than those referenced in the Proposal Price Form. The State reserves the right, at its sole discretion, not to purchase any goods or service for which proposals are solicited under this RFP.
- 4.5.5 The Proposal Price Form page is used to calculate the vendor's EVALUATED PRICE PROPOSED (Attachment F).
- All Unit Prices must be clearly typed with dollars and cents, e.g., \$24.15.
  - All goods or services required or requested by the State and prices offered by the vendor at No Cost to the State must be clearly typed in the Unit and Extended Price with "0."

- Nothing shall be entered on the Proposal Price Form that alters or proposes conditions or contingencies on the proposal response.
- Recording \$0.00 or any variation will be treated and considered as No Cost to the State for that good or service.

4.5.6 It is imperative that the prices included on the Proposal Price Form are entered correctly by the vendor. Any incorrect entries by the vendor will be treated as provided in COMAR 21.05.03.03 E and 21.05.02.12.

4.5.7 In order to assess capacity to acquire at a rate most beneficial to the State, Offerors are directed to submit the acquisition cost (as defined in RFP Section 1.2.1) in effect on ~~January 31, 2011~~ **June 30, 2011** that would be reflected on an invoice to the Agency per dose for each medication identified on Attachment F at the quantities specified. To evidence the accuracy of the prices entered on the price form, the offeror shall provide electronic copies of actual invoices showing that the prices entered on the Price Form are the prices charged by the supplier to the offeror as of ~~January 31, 2011~~ **June 30, 2011**.

In the event an offeror did not purchase a particular drug or medical supply included on the price form on ~~January 31, 2011~~ **June 30, 2011**, the price submitted must be the most recent price that the Offeror would have paid prior to ~~January 31, 2011~~ **June 30, 2011**, based upon an established catalog, or published price list from the supplier of the item (wholesaler or manufacturer). The Offeror must include an electronic copy of such a catalog or published price list for any drugs or medical supplies priced accordingly.

4.5.8 All costs associated with packaging, delivery, overhead, Clinical **Pharmacists** ~~staffing~~, general and administrative expenses, profit, etc. shall be aggregated into a single, annual fee and entered on Attachment F as instructed. Each Offeror is requested to attribute across the cost centers identified in Attachment F the break down of the annual fee for purposes of ensuring the reasonableness of any proposal. Once a determination of reasonableness has been made, the only amount that will be assessed with respect to the annual fee is the aggregate amount.

In order for the Agency to assess the total financial offer, the Price Form will automatically calculate the Offeror's total evaluated cost as indicated on Attachment F. Offerors are reminded that the Price Form includes a "tab" for each Contract Year, and Offerors are to propose service pricing and generic and brand drug discounts for every year, including option years. The completed Attachment shall be included in the Financial Section (Volume II) of the Proposal.

48. Amend RFP §5.1 as follows:

## 5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose in accordance with COMAR 21.05.03 and will be based on the criteria set forth below. The evaluation committee will review proposals and provide input to the Procurement Officer. The State reserves the right to utilize the services of individuals outside of the established committee for technical advice, as deemed necessary.

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the technical evaluation factors set forth herein. In making this determination, price factors will receive greater weight than technical factors.

49. Amend RFP §5.6 as follows:

## 5.6 Award Determination

Upon completion of all discussions and negotiations, reference checks and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, price factors will be given equal greater weight ~~than~~ with technical factors.

The final award approval will be made by the Board of Public Works.

50. Amend RFP Attachments List as follows:

### Attachments

Attachment V	V-3 Pharmacy Liquidated Damages Table
Attachment X	Proposed Pharmacy Delivery <u>Locations within Facilities</u> Schedule

51. Replace RFP Attachment A – Contract with “Attachment A – Contract – Including Amendment #1 - #15” (attached as part of this Amendment).

52. Replace RFP Attachment B - Bid/Proposal Affidavit with “Attachment B – Bid/Proposal Affidavit – Revised Effective 8/8/11” (attached as part of this Amendment).
53. Replace RFP Attachment C - Contract Affidavit with “Attachment C – Contract Affidavit – Revised Effective 8/8/11” (attached as part of this Amendment).
54. Replace RFP Attachment D – Minority Business Enterprise Participation Forms, including Attachments D, D-1, D-2, D-3, D-4, and D-5 with “Attachment D – Minority Business Enterprise Participation Forms – Including Amendments #1 - #15” (attached as part of this Amendment).
55. Amend RFP Attachment F – Instructions For Completing Price Form as follows:

#### **ATTACHMENT F - INSTRUCTIONS FOR COMPLETING PRICE FORM**

Offerors are instructed to use the Price Form provided separately as Excel file “Attachment F – Proposal Price Form.” Enter information in only the “yellow” fields in the Price Form (Offeror Information, Offeror’s Acquisition Costs, proposed Generic and Brand discounts for each year, Annual Services Costs, and signature/date). All other fields are locked. The Price Form will automatically make the calculations described below in the “blue” fields.

**Representations made by the Offeror in this proposal become contractual obligations that must be met during the Contract term. The Financial Proposals will be evaluated using a model based on estimates from historical State data. This model is not a guarantee or projection of actual utilization during the Contract term.**

The Excel file contains “tabs” for the ~~three~~ **five** Contract ~~Years~~ **Periods** and the ~~two~~ **Option** ~~Years~~. Offerors are instructed to enter their proposed Discount percentages for brand and generic drugs, and their Annual Services Costs for every **Contract Period** ~~year including Option Years~~.

The following information applies primarily to the first “tab” titled “Contract Year 1 and Totals” (Column identifications and Line numbers may be different for each subsequent “tab” Year):

**Offeror Information (Lines 4 – 11)** – Offerors are to enter their Company Name, Address, Federal Identification Number, eMaryland Marketplace number, Minority Business Enterprise (MBE) number (if applicable), Phone number, and Email address.

**Lines ~~13-188~~ 14 - 186:**

**Column A – Drug Name** - represents the generic or brand name of the most frequently used medications as prescribed and distributed to the inmate population and the pre-sentence/detention population. The dosage quantity per unit is listed next to the Drug Name.

**Column B – Annual Quantity** – represents the amount of drugs used by DPSCS for the inmate population and detention/pretrial population in a prior one-year time period.

**Column C – Unit of Measure for Pricing** – represents the unit of measurement of the listed drugs; ex. per “tab” (tablet), per “cap” (capsule, caplet), etc.

**Column D – Acquisition Cost\*** (as of ~~January 31, 2011~~ June 30, 2011) - Offeror are to enter their actual Acquisition Cost\* for each drug specified, at the quantity and unit of measurement provided in the Price Form, as of ~~January 31, 2011~~ June 30, 2011. To evidence the accuracy of the prices entered on the Price Form, the Offeror shall provide copies of actual invoices in its Financial Proposal showing that the prices entered on the Price Form are the prices charged to the Offeror by the Offeror’s supplier on ~~January 31, 2011~~ June 30, 2011. In the event the Offeror did not purchase a particular drug or medical supply included on the price form on ~~January 31, 2011~~ June 30, 2011, the price submitted must be the most recent price that the Offeror would have paid prior to ~~January 31, 2011~~ June 30, 2011, based upon an established catalog, or published price list from the supplier of the item (wholesaler or manufacturer). The Offeror must include a copy of such a catalog or published price list for any drugs or medical supplies priced accordingly.

**\*As defined in Section 1.2.1, except as modified below in this Column D explanation.**

**Column E - Estimated 12 Month Acquisition Cost** – calculation of the estimated cost for 12 months for each drug listed, based on the Annual Quantity as supplied in Column B and Unit of Measure in Column C multiplied by the Offeror’s ~~September 30, 2010~~ June 30, 2011 Acquisition Cost entered in Column D (Annual Quantity x Unit of Measure for Pricing x Acquisition Cost = Estimated 12 Month Acquisition Cost).

**Line ~~187~~ 189 - Total Estimated 12 Month Generic Drug Acquisition Costs** – represents the estimated total cost for one full year of supplying the generic drugs at the quantities and acquisition costs listed in the Price Form. For evaluation purposes, this amount will be used for each year’s generic drug calculations.

**Line ~~188~~ 190 – Discount Percentage: Generics** – the actual percentage discount proposed by the Offeror that will be applied to the Total Estimated 12 Month Generic Drug Acquisition Costs (Line ~~187~~ 189) for that year. *This is the actual percentage discount the Contractor will apply as a reduction to all invoices submitted to DPSCS for acquisition cost of generic pharmaceuticals under the Contract that results from this RFP.*

**Line ~~189~~ 191 - Total Evaluated 12 Month Generic Drug Acquisition Costs (Generic Discount included)** – the evaluated total 12 month generic drug acquisition cost calculated by reducing the Total Estimated 12 Month Generic Drug Acquisitions Costs amount (Line ~~187~~ 189) by the Discount Percentage for Generics (Line ~~188~~ 190) for that year.

**Line ~~190~~ 192 - Total Estimated 12 Month Brand Drug Acquisition Costs** – represents the estimated total cost for one full year of supplying the brand drugs at the quantities and acquisition costs listed in the Price Form. For evaluation purposes, this amount will be used for each year’s brand drug calculations.

**Line ~~191~~ 193 – Discount Percentage: Brands** – the actual percentage discount proposed by the Offeror that will be applied to the Total Estimated 12 Month Brand Drug Acquisition Costs (Line ~~190~~ 192) for that year. *This is the actual percentage discount the Contractor will apply as a reduction to all invoices submitted to DPSCS for acquisition cost of brand pharmaceuticals under the Contract that results from this RFP.*

**Line ~~192~~ 194 - Total Evaluated 12 Month Brand Drug Acquisition Costs (Generic Discount included)** – the evaluated total 12 month brand drug acquisition cost calculated by reducing the Total Estimated 12 Month Brand Drug Acquisitions Costs amount (Line ~~190~~ 189) by the Discount Percentage for Brands (Line ~~191~~ 190) for that year.

**Line ~~193~~ 195 – Total Evaluated 12 Month Drug Acquisition Costs** – the total of the Total Evaluated 12 Month Generic Drug Acquisition Costs (Line ~~189~~ 191) and the Total Evaluated 12 Month Brand Drug Acquisition Costs (Line ~~192~~ 194) for that year.

**Lines ~~195-198~~ 196-199 – Annual Services Costs** – divided into three categories: Delivery, **Clinical Pharm Ds** Staffing, and Overhead and Profit; separate fields for each year.

Delivery shall be priced as the annual cost for delivery of pharmaceuticals, etc. to the correctional facilities as identified in the RFP, including urgent and emergent/emergency/stat deliveries.

**Clinical Pharmacist D.** Staffing – shall be priced as the annual cost **per Contract Period** to provide **one on-site** clinical pharmacists under the Contract. **This amount shall then be multiplied by the number of Clinical Pharm. Ds required under the Contract (currently five required) for each Contract Period.**

Overhead and Profit – shall be priced as an annual cost, and shall include any remaining payments to the Contractor, not included under Acquisition Costs, “Delivery,” and **“Clinical Pharmacist D. Staffing,” and “Emergency/Stat Order Surcharges.”**

**Emergency/Stat Order Surcharge - shall be the additional surcharge, for each Contract Period, paid to the Contractor for each emergency or stat order**

**received by the Contractor. This amount shall then be multiplied by the estimated number of emergency/stat orders for each Contract Year.**

**Line ~~199~~ 200** – Total Annual Services Costs – calculated by adding the Annual Services Costs for Delivery, Staffing, and Overhead and Profit (Lines 196, 197, and 198) for that particular year.

**Line ~~200~~ 201** – Evaluated Price – the total of the Total Evaluated 12 Month Drug Acquisition Costs (Line ~~193~~ 195) and the Total Annual Services Costs (Line ~~199~~ 200) for each year.

**Line ~~205~~ 206** – Total Evaluated Price – the total of the Evaluated Price for each year (Contract Years 1, 2, 3, ~~4, and 5~~ and Option Years 1, 2).

**The Financial Proposal is to be completed, signed, and dated by an Authorized Representative for the Offeror (Lines ~~206 and 207 and 208~~).**

56. Replace RFP Attachment F – Price Form with “Attachment F – Price Form – Including Amendment #1 - #15” (attached as part of this Amendment).

57. Amend RFP Attachment V – Pharmacy Liquidated Damages Table as follows (revised Attachment V attached):

3.6	Contractor provides <b><u>clinical pharmacist</u></b> staffing in accordance with submitted staffing matrix.	<del>96%</del> <b>90%</b>	Rate calculated on hourly rate per <b><u>clinical pharmacist</u></b> positions filled at less than <del>96%</del> . Provider will have a deduction of the cost per hour to fill the position at <del>100%</del> plus 10%.	An occurrence is total number of hours for each position that does not meet the <del>96%</del> <b>90%</b> minimum fill rate. Example: a facility staffing matrix requires 100 pharmacist <del>physician</del> hours a month; when total number of hours provided is less than <del>90</del> <b>96</b> , the deduction amount will be the cost per hour to fill the position at <del>90%</del> <b>100%</b> plus 10%, as referenced in RFP sections 3.6.
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3.9	The pharmacy provider shall develop and maintain a comprehensive competency based orientation program for new on-site staff.	100%	<del>\$250</del> \$500 for each employee that has not completed a documented orientation.	An occurrence represents any staff that does not receive a pre-service orientation. The orientation shall include a review of the Policies and Procedures manual of the Agency, the Policies and Procedures manual of the Provider, how to access those manuals, EMR training, basics of working in a prison setting and a review of the limits of the scope of responsibility based on competency.
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<del>3.15.3</del>	<del>Contractor provides Equipment Inventory Reporting as required</del>	100%	\$100 per day annual inventory report is past due date +\$25 for each equipment item not affixed with state tag number.	<del>An occurrence is each day past the Annual Inventory Report due date + each equipment item without a state tag number as referenced in RFP sections 3.15.3.</del>
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3.17	Emergency medication services shall be provided on a seven (7) day a week, twenty-four (24) hour per day basis.	100%	\$500 per occurrence	An occurrence is any identified emergency situation requiring medications that are not met <b><u>within 4 hours</u></b> as referenced in RFP section 3.17.
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3.18	Any prescription for a non-formulary medication shall be reviewed by a clinical pharmacist for the Pharmacy Services provider who shall determine whether sufficient documentation has been provided to support the non-formulary request, and whether formulary alternatives were sufficiently exhausted.	100%	\$100 per occurrence	An occurrence is the issuance of any non-formulary medication that has not been reviewed by <del>a</del> <b>the</b> clinical pharmacist as referenced in RFP section 3.18.
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3.21	Contractor addresses Administrative Remedy Procedures (ARPs) & ARP Appeals timely & completely	100%	\$50 for each ARP that is not completed by due date + \$25 per day each ARP is past the due date.	An occurrence is each ARP not submitted by the due date + \$25 per day each ARP is past the due date as referenced in RFP sections 3.21.
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Issued and authorized by

Gabriel Gnall  
Procurement Officer

Attachments:

- Attachment A – Contract – Including Amendments #1 - #15
- Attachment B – Bid-Proposal Affidavit – Revised Effective 8.8.11
- Attachment C – Contract Affidavit – Revised Effective 8.8.11
- Attachment D – Minority Business Enterprise Participation Forms – Including Amendments #1 - #15
- Attachment F – Price Form – Including Amendments #1 - #15
- Attachment V – Pharmacy Liquidated Damages Table – Including Amendments #1 - #15
- DPSCS Q0012015 – Inmate Pharmacy Services – including Amendment #1 - #15 – 08.25.11