COUNTY OF JOHNSTON
HUMAN RESOURCES
REQUEST FOR PROPOSALS
PHARMACY SERVICES

DUE DATE: NO LATER THAN 2:00 PM E.D.T, April 17, 2015

EMAIL QUESTIONS: PAM RADFORD, PURCHASING AGENT/ACCOUNTANT
PAMELA.RADFORD@JOHNSTONNC.COM

FAXES OR E-MAILS ARE NOT ACCEPTED FOR THIS PROPOSAL

COUNTY OF JOHNSTON RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS RECEIVED, OR TO SELECT THE PROPOSAL WHICH, IN THE COUNTY’S OPINION, IS IN THE BEST OVERALL INTEREST OF THE COUNTY.

MAIL OR DELIVER PROPOSALS IN A SEALED ENVELOPE IDENTIFIED “PROPOSAL ENCLOSED JCHR-2015-01”, YOUR FIRM NAME, AND THE DELIVER BY DATE ON THE OUTSIDE OF THE ENVELOPE.

RFP IS AVAILABLE TO VIEW ON THE COUNTY’S WEBSITE WWW.JOHNSTONNC.COM. AND ANY QUESTIONS/ANSWERS SUBMITTED WILL BE POSTED THERE.

TO: Pam Radford
Purchasing Agent/Accountant
Courthouse B-208, 207 E. Johnston Street (Physical)
P.O. Box 1049 (Mailing)
Smithfield, N.C. 27577
REQUEST FOR PROPOSALS

Title: Pharmacy Services
Issue Date: March 25, 2015
Due Date/Time: April 17, 2015, 2:00 p.m. E.D.T.
Issuing Agency: County of Johnston

County of Johnston (hereinafter referred to as “Johnston County Government”, “County”, or “JCG”) hereby solicits sealed proposals from qualified and reputable pharmacies who have experience in providing contract pharmacy services. All proposals shall be sealed indicating “Proposal Enclosed, JCHR-2015-01”, your firm name, and deliver by date displayed prominently on the front of each sealed proposal envelope or package. Electronically submitted (e-mail/fax) proposals will not be accepted. Sealed proposals will be accepted until 2:00 p.m. E.D.T., April 17, 2015.

The Pharmacy Services Proposal form, Reference Sheet to be used by the proposers, and the specifications of the services to be performed are attached.
PART I – GENERAL INFORMATION

1.1 INTRODUCTION

County of Johnston (“Johnston County Government“, “JCG“, or “County“), a North Carolina body politic and corporate, is issuing this Request for Proposal (“RFP”) to invite responses (“Proposals”) from qualified and reputable pharmacies (“Potential Contractors”) who have experience in providing contracted pharmacy services. JCG provides ongoing health and wellness services to its employees, their dependents, and retirees. JCG is requesting Proposals from Potential Contractors for a pilot project to provide contracted Pharmacy Services in Johnston County.

The population to be served includes county employees, their spouses, dependents, and retirees enrolled in the Johnston County health insurance plan. Accurate, timely, and readily accessible medications are necessary to enhance and maintain the health and stability of those enrolled. Proposals must reflect the ability to document services in agreed-upon formats as well as be cost competitive. The anticipated benefits of the pharmacy services contract include improvement in health and wellness of the service population and cost savings in the self-insurance health plan to ensure that taxpayer dollars are spent in ways that achieve the objectives and goals of the Johnston County Board of Commissioners in the most efficient and effective manner.

The successful bidder will work closely with the Johnston County Government to ensure goals and targets are met. It is important to note that this is a pilot program, that participation in the pilot program by the service population is completely voluntary, and that it is difficult to estimate the utilization rates by the service population under this pilot program. Eligible pharmacies must meet all applicable local, state, and federal guidelines regarding said services.

1.2 PROPOSALS SUBJECT TO PUBLIC RECORDS LAWS

All Proposals, data, materials and documentation originated, prepared and submitted to the County pursuant to this RFP shall belong exclusively to the County and may become available to the public in accordance with the North Carolina Public Records Act as provided in N.C.G.S. §132-1 et. seq. County will make reasonable attempts to maintain, in accordance with the Public Records Laws and the Act, the confidentiality of any trade secrets or confidential information that meets the requirements of N.C.G.S. §132-1.2 of the Public Records Laws if such Potential Contractors properly and conspicuously identify the particular data or other materials which are Confidential Information in accordance with the Public Records Laws.

1.3 Rejection of Proposals and Cancellation of RFP; Reissue of RFP

Issuance of this RFP does not constitute a commitment on the part of the County to award or execute a Contract. The County retains the right, in its sole discretion, at any time to reject any or all Proposals, in
whole or in part, to waive technicalities, and to cancel or cancel and reissue this RFP, before or after receipt and opening of Proposals in response thereto, or take any other actions, if it considers it to be in the best interests of the County.

Any sole response received by the first submission date may or may not be rejected by the County, depending on the available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Contractor submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the Proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. The County reserves the right to make such investigation as it deems necessary to determine the ability of any Potential Contractor to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Potential Contractor.

1.4 Proposal Validity; Incurred Expenses

All Proposals shall remain valid for 120 calendar days (the “Proposal Offer Period”) after 2:00 p.m. E.D.T. April 17, 2015 (the “Proposal Deadline”). A Proposal constitutes an offer by the Potential Contractor to contract with the County in accordance with the terms of the Proposal and this RFP, which offer is irrevocable for the duration of the Proposal Offer Period and may not be withdrawn or amended during the Proposal Offer Period without the written consent of the County. The County shall not be liable or responsible for any costs, expenses, reimbursements or fees incurred by a Potential Contractor in preparing and submitting a Proposal or in performing any other action in connection with this procurement.

1.5 Right to Use Information in Proposal

Upon submission, all materials submitted to the County by Potential Contractors shall become the County’s property and may be used as the County deems appropriate.

PART II – THE PROPOSAL

2.1 Summary of Key Dates

The County reserves the right to change any dates and scheduled contained in this RFP, including those shown below. If changes are made, the changes will be communicated on the County's Website.

March 25, 2015                   RFP Issuance Date
April 17, 2015                   Deadline for submission of Proposals 2:00 p.m. E.D.T.
May 4, 2015                      Target date for Decision of Successful Contractor, followed by Contract Execution, subject to Board approval
July 1, 2015                     Contract Start Date

2.2 Contact Person and Inquiries
The point of contact for this RFP is Pam Radford, Purchasing Agent/Accountant (“Contact Person”). All questions and inquiries about this RFP should be directed to Pam Radford, Purchasing Agent/Accountant at pamela.radford@johnstonnc.com. All inquiries regarding this RFP must be submitted in writing in the form of questions or requests for clarification. The County’s responses to the questions will be posted on the County’s website.

2.3 Proposal Submission and Format

Proposals must be received by the Purchasing Agent no later than the Proposal Deadline in sealed envelopes or containers. A Potential Contractor should submit a signed original and nine (9) complete copies of its Proposal. Proposals must be received by the County by 2:00 p.m. E.D.T. April 17, 2015. Late Proposals will not be accepted. Postmarks and/or shipping receipts will not be considered as proof of timely submissions. Potential Contractors must provide responses for all items contained herein that request or call for a response or information, and responses and signatures are required for any attachments to this RFP that are due with the Proposal. Proposals shall be complete and must convey all of the information requested by the County. Also, the Proposal must designate a single authorized official from one of the entities to serve as the sole contact between the County and the Potential Contractor.

2.4 Proposal Evaluation

A variety of factors shall be considered by the County in determining the Successful Potential Contractor it believes provides the overall Proposal at a fair and reasonable price and consistent with the goals and objectives of the County. No one factor can or will be so paramount that the most favorable bidder in that category automatically is the Successful Contractor. While price and total cost are both important factors, as is a price/value analysis, the Successful Contractor’s proposed methodologies, work plan and customer service as requested in the Scope of Work is also critical. Track record, experience, and proven excellence are also critical needs and requirements. Thus, while Potential Contractors are strongly encouraged to offer the lowest price and total cost and highest value possible, the Potential Contractor offering the lowest price and total cost may not be selected as the Successful Contractor. It is the intent of the evaluation procedure to determine whether each Proposal meets the needs of the County, as outlined in this RFP, and then to determine which Proposal best suits those needs.

2.5 Scope of Services

I. Services to be Provided

The Successful Contractor will be able to:

a. Operate a pharmacy at a location easily accessible by and convenient to Johnston County employees. Pharmacy will be staffed Monday thru Friday from at least 7:30 – 5:30 and 4 hours on the weekend unless other arrangements are made with JCG. Pharmacy is not limited to serving only JCG enrollees.

b. Provide pharmaceutical inventory, dispensing, and price maintenance for the drugs listed on a negotiated formulary, as authorized by JCG or its designee, including dispensing generic forms of medications when applicable.

c. Accept, store, and dispense pharmaceutical inventory (eg. medications) purchased by JCG when JCG can obtain the drugs listed on a negotiated formulary at a more competitive price than pharmacy.
d. Receive and dispense medications to enrollees within 3 hours of the generation of the order or by close of business for standard orders. Orders received after 3 pm may be completed the next business day by 10am.

e. Supply injectable medications as needed by JCG enrollees.

f. In labeling medication packaging, the pharmacy provider will comply with the North Carolina Board of Pharmacy regulations.

g. Provide prescriptions for up to a 3 month supply with options for automatic refills (employees would be responsible for 3 co-pays—if applicable).

h. Provide monthly reporting on billing, medications dispensed, and total co-pays paid by each member/month.

i. Have an emergency preparedness plan in place to ensure that prescription medications can be provided in the event of a widespread emergency.

j. Partner with the JCG and its designee to identify cost-savings and efficiencies when possible.

k. Respond to needed changes in the medication formulary and medication availability within 24 hours of the request.

l. Assign a contact person to monitor program performance and resolve problems. The designated person must be able to respond to issues and concerns within 24 hours if necessary.

m. Provide services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

n. Screen orders for drug interactions, allergies, excessive dosage and early refills.

 o. Comply with all applicable provisions of federal and North Carolina Pharmacy Board, laws, rules, and related recipient rights and confidentiality policies in regards to pharmacy services.

p. The Successful Contractor shall not assign or transfer its duties and/or obligations under the contract without prior written approval of the JCG.

q. Assure that JCG is informed in a timely manner, in writing, of any problems that may affect the delivery of medication and pharmacy services.

r. Provide drive-thru services for medication pick-up (preferred) or another option for expedited service.

s. Assure lists of currently covered JCG enrollees are kept up to date (records to be provided by Johnston County Human Resources).

t. Be willing to work with a JCG employee to handle ordering and shipment of medication.

The pharmacy provider is responsible for costs such as internet connection, phone lines, all fixtures, cabinets, refrigerator, computer hardware and costs associated with the security alarm system. The pharmacy provider must provide software for medication tracking and for required reporting.

II. Pricing, Reimbursement, and Billing

The Successful Contractor will:

a. Directly bill JCG for services provided.

b. Submit invoices for services within 30 days of the provision of the service. Invoices shall include maximum out of pocket for each member (MOOP), the date(s) of service, service type, and units(s) of service provided. Payment shall be made for each service at the rate authorized by JCG.
The pharmacy provider must maintain documentation supporting submitted claims in a format that provides evidence that the service was provided as billed. JCG may review supporting documentation in its determination of the appropriateness of claims.

c. Bill consumers or payees for co-pays; JCG and its designee are not responsible for consumer co-pays.
d. Pharmacy will credit co-pays toward cost of services provided to JCG.
e. Bill JCG for medications dispensed from the listed formulary only.

2.6 Proposal Requirements

All Proposals in response to this request must meet the following conditions to be considered:

A. Proposal: Completed proposal must include:
   (1) Cover letter clearly stating (a) your interest in and ability to provide pharmacy services to JCG, (b) the type of legal entity submitting the Proposal, and (c) the name, mailing address, electronic mail address, facsimile number, and telephone number of the Potential Contractor’s authorized agent with authority to bind the Potential Contractor and answer official questions concerning the Potential Contractor’s Proposal.
   (2) Narrative application (Potential Contractor’s format) clearly addressing your ability and plan to provide all services required in Section 2.5 in a professional and timely manner. Identify the personnel you would assign to this project for any part of the work, including their roles. Describe for each his or her experience in providing pharmacy services.
   (3) Completed prices for costs associated with services required per this RFP and costs for pharmaceutical inventory (eg. medications) on a negotiated formulary. County is interested in receiving proposals which provide a flat-fee for pharmaceutical dispensing services (whether the pharmaceutical inventory is provided by pharmacy or JCG) and cost-plus for pharmaceutical inventory provided by pharmacy.
   (4) Certificate of Insurance showing current available coverage, including professional liability coverage.
   (5) Verification that the Potential Contractor is properly licensed to provide pharmacy services, include license numbers.
   (6) Execution of Proposal Page.
   (7) References.

The final decision to implement the pilot program and of the selection of the Potential Contractor to provide pharmacy services for JCG will be made by the Johnston County Board of Commissioners, in its sole discretion.

B. Contract Term: The entire pharmacy services contract will be awarded to one bidder for a one-year term with an option to renew for one additional year. Either party may terminate without cause at the end of the one year period upon 90 days notice. The County may terminate for cause for default by Successful Contractor. The contract will be contingent upon successful service delivery and the availability of funding.

Part III – General Terms and Conditions
In the event that a proposal submitted for this RFP is funded, the Successful Contractor must comply with the following contract requirements:

3.1  Governing Law

This Procurement and any Contract resulting from this RFP shall be governed by and constructed in accordance with the laws of the State of North Carolina. Any and all claims or disputes arising under or in connection with this RFP or the Contract shall be exclusively governed by the laws of the State of North Carolina, and venue shall be exclusively within Johnston County, North Carolina.

3.2  Indemnity and Insurance

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against all loss, cost, damages, liability, claims or expense, including attorney's fees, arising out of or related to the contract, the operations, products, or services rendered or purchased under the contract resulting in bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Consultant except to the extent the same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Consultant to indemnify the County to the fullest extent permitted under North Carolina law.

Contractor, at his sole expense, will purchase and maintain insurance coverage designated below:

A. Automobile-Automobile bodily injury and property damage liability insurance when the services to be performed require the use of motor vehicles. Auto liability limits shall not be less than $1,000,00.00 combined per occurrence/aggregate.

B. Commercial General Liability-Bodily injury and property damage liability as will protect the contractor from claims of bodily injury or property damages which arise from operations of this contract. The amounts of such insurance shall not be less than $1,000,000.00 bodily injury and property damage-combined single limit per occurrence and $2,000,000.00 aggregate. This insurance shall include coverage for product/completed operations, personal injury liability and contractual liability.

C. Worker's Compensation and employers’ liability meeting the statutory requirements of the State of North Carolina. Employer Liability limits shall not be less than $1,000,000.00.

D. Professional Liability Insurance for claims or damages arising out of an error, omission, or negligent act in the performance of professional services with a minimum limit of $1,000,000.00 per occurrence or per claim. If the Professional Liability Insurance is on a per claim basis it shall include a three-year extended reporting period.

E. The successful bidder shall provide the County with certificates of such insurance within ten (10) days of notice of award. The County of Johnston will be added as an additional insured on all certificates of insurance. The certificate of insurance shall contain the provision that the County will be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. However, a ten (10) day notice is sufficient for cancellation due to non-payment of premium.
3.3 Transfer, Assignment, or Subcontract

The covenants and agreements contained within the awarded proposal are specifically binding and the County will not allow the awarded proposal to be transferred, assigned or subcontracted to any other party or parties without the express written consent from the County.

3.4 Non-Discrimination

Contractor does not discriminate against any employee or applicant for employment, or any individual receiving services, because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, or political belief.

3.5 Conflict of Interest

Contractor promises that it has no interest and will not acquire any interest which would conflict with the performance of services required.

Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other considerations contingent upon or resulting from the award or making of a contract.

3.6 Certification of Independent Price Determination

By submission of this Proposal, the Potential Contractor certifies and, in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this Procurement:
   A. The price in this Proposal has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Potential Contractor or with any competitor;
   B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not and will not be knowingly disclosed by the Potential Contractor prior to the Proposal opening, directly or indirectly, to any other Potential Contractor or to any competition; and
   C. No attempt has been made or will be made by the Potential Contractor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

3.7 Records and Accounts

Contractor agrees to maintain records and accounts including property, personnel, and financial records, as are deemed necessary by the JCG to assure a proper accounting for all project funds. Such records shall be retained for 3 years after the expiration of this agreement unless permission to destroy them is granted by the JCG.

3.8 Performance Reports

Contractor agrees to complete performance reports and submit other reports on its activity and/or finances, as requested by JCG.
3.9 Audits
Contractor agrees to fully participate in compliance audits during the term of the contract.
EXECUTION OF PROPOSAL PAGE

PHARMACY SERVICES PROPOSAL FORM

Date:

By submitting this proposal, the Potential Contractor certifies the following:

An authorized representative of the Potential Contractor has signed this proposal.

It can obtain insurance certificates as required within 10 calendar days after notice of award.

The Firm has determined the cost and availability of all equipment, materials and supplies associated with performing the services outlined herein.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The Firm agrees to complete the scope of work for this project with no exceptions.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within 120 days from the date of the opening, to furnish the services for the prices quoted.

Firm:

Mailing Address:

City, State, Zip Code:

Telephone Number:

Principal Place of Business if different from above

By

Title:

(Type or Print Name)
COUNTY OF JOHNSTON  
SMITHFIELD, NORTH CAROLINA  
REFERENCES

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(In Accordance with Section 2.6(A)(7) “References” under Specified Terms and Conditions)

Potential Contractor must demonstrate that it has a successful record of experience in the type of service specified. Otherwise, the proposal may not be considered.

The Request for Proposals is for a contract compliance performance audit service agreement. Therefore, list below at least three (3) references for whom you have provided this service.

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