



**County of Santa Barbara  
Alcohol, Drug, and Mental Health Services**

**REQUEST FOR PROPOSAL**

**Santa Barbara County Department of Alcohol, Drug, and Mental Health  
Services  
Pharmaceutical Services  
FY 2015-2018**

**Released: December 4, 2015**  
**Bidder's Conference: December 15, 2015, 2:30 PM -3:30 PM**  
**Letter of Intent Due: December 18, 2015, 5:00 PM**  
**Deadline: January 19, 2016, 5:00 PM**

Proposals must be delivered to:

Santa Barbara County Department of Alcohol, Drug & Mental Health Services  
Administration • Attention: Pharmaceutical Services RFP Application  
300 N. San Antonio Rd Bldg 3 • Santa Barbara, CA 93110

RFP Contact:

Quiana Lopez, Contracts Specialist  
Phone (805) 681-5229

An electronic copy must be sent to:

[admhsrfp@co.santa-barbara.ca.us](mailto:admhsrfp@co.santa-barbara.ca.us)

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**Attached Exhibits** (At the end of the document)

Exhibits A and B **must** be submitted with the proposal.

Exhibit A – RFP Application Cover Sheet

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Exhibit C – County Standard Terms, Indemnity, and Insurance Requirements

## **SECTION 1 – INTRODUCTION AND PROGRAM SERVICE SPECIFICATIONS**

### **A. INTRODUCTION**

The Santa Barbara County Department of Alcohol, Drug and Mental Health Services (ADMHS) is requesting proposals from qualified agencies to provide pharmaceutical services to ADMHS outpatient programs and inpatient facilities. ADMHS intends to enter into an agreement(s) with a contractor or contractors who can provide medication and pharmacy consultant services for clients of the Psychiatric Health Facility and uninsured clients of the outpatient clinics and other programs.

This RFP seeks a range of different types of pharmacy services, and Section 1.B has been divided into separate Parts. Part I is for the provision of pharmaceuticals for inpatients at the County's Psychiatric Health Facility (PHF) including consulting services required to meet the terms of the PHF's license. Part II covers pharmaceuticals for individuals being discharged from the PHF. Part III requests bids for pharmaceuticals for uninsured clients of ADMHS' outpatient clinics in all three major geographic regions of the County including the soon-to-be opened Crisis Stabilization Unit (CSU). Respondents may choose to respond to one or more Parts contained in Section 1.B of this RFP. ADMHS may choose to make an award to more than one respondent to provide the services requested under each Part, or to one respondent to provide services requested under all Parts. In the event that a applicant is awarded services under multiple Parts, the applicant will be required to provide ADMHS with separate account numbers and billing for each Part.

All costs incurred in the development, preparation, and submission of an application in response to this Request for Proposal will be solely at the expense of the applicants. All responses to the RFP become the property of the County, and will become public information only upon submission of the negotiated contract(s) to the Board of Supervisors or Purchasing Division. RFP responses are not open or available for inspection until that time.

### **B. Program Service Specifications**

#### **Part I: Inpatient Psychiatric Health Facility Pharmaceutical Services**

Contractor (selected Applicant) shall provide regular and emergency pharmacy services to a 16 bed psychiatric health facility (PHF), operated by Santa Barbara County Alcohol, Drug, and Mental Health Services at 315 Camino Del Remedio, Santa Barbara, CA 93110.

*Part I Contractor Requirements.* The selected Applicant will be required to perform the following:

#### **1. PHARMACEUTICALS AND PHARMACEUTICAL SERVICES**

## **SECTION 1 – INTRODUCTION AND PROGRAM SERVICE SPECIFICATIONS**

- A. Provide an on-call Pharmacist for "Emergency" services twenty-four (24) hours a day, seven (7) days a week.
- B. Provide a Medication Administration Record (MAR).
- C. Check and replenish "stock" medications and emergency box.
- D. Dispense prescriptions for individual clients as ordered.
- E. Dispose of all medications not used by the PHF.
- F. Deliver pharmacy products three (3) times daily Monday through Friday and two (2) times daily Saturday and Sunday, or as otherwise mutually agreed by the parties.
- G. Package and deliver client-specific medication bubble-packs.
- H. Deliver in-house client medications and supplies in accordance with California Code of Regulations Title 22, Code of Federal Regulations Title 42 Section 482.25, and all applicable laws and regulations governing pharmaceutical services.

### **2. CLINICAL PHARMACEUTICAL SERVICES**

- A. Perform on-site client chart review of PHF current residents' medication regimens on a monthly basis and give quarterly written summary reports on these findings.
- B. Attend ADMHS committee meetings as needed, including but not limited to Quality Assurance meetings as requested by PHF staff.
- C. Inform physicians via memo of formulary changes and requirements for Treatment Authorization Requests (TAR).
- D. Assist in maintaining PHF pharmacy licensure status through compliance with pharmacy services regulations.
- E. Contractor shall maintain and distribute to ADMHS a Pharmacy Services Policy and Procedures Manual which defines methods and practices by which Applicant shall comply with all applicable pharmacy-related regulatory requirements.
  - i) Contractor shall ensure that the Policy and Procedures Manual is maintained in a current, complete, and timely manner reflecting actual practices. The Manual shall include document control through revision control, distribution lists, and periodic audits.
  - ii) The policy and procedures manual shall include instructions, procedures and references to ensure current and complete compliance with Medi-Care and Medi-Cal requirements.
  - iii) Train both PHF staff and selected Applicant's staff on the contents and use of the Manual. Review revisions with both parties to ensure currency of training;

### **3. BILLING AND INVOICE**

- A. Bill all medications and services to ADMHS regardless of client's insurance status.
- B. Pick up unused medication from the PHF and credit ADMHS' account.
- C. Invoice monthly, payment Net 60 days from ADMHS receiving invoice.

*Additional preferred services:*

## **SECTION 1 – INTRODUCTION AND PROGRAM SERVICE SPECIFICATIONS**

- A. Provide an automated dispensing unit, and stock the unit with medication frequently used by the PHF.
- B. Interact with ADMHS' eprescribing Electronic Health Record (EHR) module, RxNT

The above sections reflect the current pharmaceutical services needs of the PHF at this time. Should additional needs arise within twelve (12) months of contract date, ADMHS reserves the right to negotiate expansions to the scope of the awarded contracts to include additional pharmaceutical services.

*Part I ADMHS role:* To ensure selected Applicant's ability to perform the duties required above, the PHF will provide the following:

- A. Maintain and provide adequate information on each client admitted to the facility.
- B. Order medications in a timely manner.
- C. Make all records and information necessary to provide required services accessible to Pharmacists.
- D. Pay for medications appropriately provided to clients of the PHF.
- E. Dispose of medication not used by PHF in the following manner:
  - i. Dispose of all narcotics within the PHF by a PHF Registered Nurse and a Contractor Pharmacist.
  - ii. Provide signed inventory of all "bubble packed" medication to be picked up by Contractor from the PHF and returned to Contractor, for credit to ADMHS' account; and
  - iii. Ensure that all other medication necessitating disposal is processed via a separate vendor.

### **Part II: Inpatient Psychiatric Health Facility Discharge Medications**

Upon discharge from the PHF, the selected Applicant will administer a supply of medication to clients in order to ensure continuity of medication until the client's next psychiatric appointment. Discharge medications shall be defined as those medications dispensed to clients starting the day of discharge. The cost of discharge medications is not included in the PHF's daily rate; therefore, the selected Applicant will be responsible for billing third party payors, including Medi-Cal and Medicare and/or client for Discharge Medications and to credit County's account for amounts collected. Retroactive Medi-Cal eligibility billing credits will be issued monthly by ADMHS, and a reconciliation will be performed quarterly by ADMHS for concurrence by selected Applicant.

*Part II Contractor Requirements:* The selected Applicant will be required to perform the following:

## **SECTION 1 – INTRODUCTION AND PROGRAM SERVICE SPECIFICATIONS**

- A. Provide daily delivery of medication for clients to be discharged.
- B. Establish a separate billing account for discharge medications prescribed to clients of the PHF.
- C. Check for third party payors (i.e. private insurance, Medi-Cal, Medicare, etc.) and bill the cost of discharge medications to the third-party payor.
- D. Bill clients for co-pays and share of cost.
- E. Provide a quarterly report on uncollectable accounts for payment by ADMHS.
- F. Continuously check for client's retroactive Medi-Cal eligibility for six months after the discharge date and bill third party payor, then credit the ADMHS account.
- G. Bill ADMHS for discharge medications only after confirming that there is no third party payor, or after receipt of denial of claim from the third party payor. A copy of the denial shall be transmitted with the bill for discharge medications.
- H. Invoice monthly, payment Net 60 days from ADMHS receiving invoice.

### *Additional Preferred Services:*

- A. Interact with ADMHS' e-prescribing EHR module, RxNT.

*Part II ADMHS Role.* To ensure selected Applicant's ability to perform the duties required above, ADMHS will provide the following:

- A. Maintain and provide adequate information on each client discharged from the facility.
- B. Order medications in a timely manner.
- C. Make all records and information necessary to provide required services accessible to Pharmacists.
- D. Reimburse for discharge medications, only when reimbursement is not available from other sources. As applicable, a copy of the denial of a claim from a third-party payor shall be transmitted with the bill for discharge medications prior to ADMHS payment.

### **Part III: Outpatient Medication for clients residing in Santa Barbara, Lompoc, and Santa Maria, and outlying areas.**

In addition to its outpatient clinics in Santa Barbara, Lompoc, and Santa Maria, ADMHS anticipates opening a 24-hour eight (8) bed Crisis Stabilization Unit (CSU), at 305 Camino del Remedio, in December 2015. ADMHS outpatient programs provide prescriptions to clients which clients can fill at any pharmacy accepting the client's insurance. For clients without a third-party payor, ADMHS provides waivers to clients to obtain pharmaceuticals from contracted pharmacies. In addition, waivers may be provided for off-formulary medications prescribed by

## **SECTION 1 – INTRODUCTION AND PROGRAM SERVICE SPECIFICATIONS**

ADMHS physicians. ADMHS reimburses pharmacies for waived medications. This portion of the RFP may be awarded to multiple applicants depending on the needs of each region.

Applicants can respond to this part for one, two, or all regions listed above.

*Part III Contractor Requirements.* The selected Applicant will be required to perform the following Pharmaceutical and Clinical Pharmaceutical Services:

- A. Provide pharmacy products and services to outpatient clinics in accordance with California Code of Regulations (CCR) Title 9 and Title 22 and all applicable laws.
- B. Deliver pharmacy products to the CSU three (3) times a day Monday through Friday and twice (2) daily Saturday and Sunday or as otherwise mutually agreed by both parties.
- C. Provide, maintain, and replenish, in a prompt and timely manner, an emergency drug supply (“E-kit”).
- D. Label all pharmacy products in accordance with applicable laws.
- E. Dispose of all medications not used by the clinics in accordance with applicable provisions in the California Code of Regulations. Medication is to be picked up from facility and ADMHS’ account is to be credited.
- F. Check and verify in insurance databases to ensure the waiver is required.
- G. Provide bubble packing of medications as requested and in accordance with applicable Federal and State regulations.
- H. Possess an EHR that can interact with ADMHS’ eprescribing EHR module, RxNT.
- I. Provide drug information and consultation to clinical licensed professional staff regarding pharmacy products ordered.
- J. Collaborate with clinical staff to coordinate pharmacy documentation processes.
- K. Provide a Pharmacist on call for “Emergency” services twenty-four (24) hours a day, seven (7) days a week.
- L. Attend committee meetings as necessary, including but not limited to Quality Assurance meetings.
- M. Verify Client’s Medi-Cal eligibility status.
- N. Bill County for medications provided to clients with a County waiver after confirmation that the medication is not billable to a third party payor (such as insurance or Medi-Cal). A copy of the denial shall be transmitted with the bill for discharge medications.
- O. Invoice monthly, payment Net 60 days from ADMHS receiving invoice.
- P. Contractor shall maintain and distribute to ADMHS a Pharmacy Services Policy and Procedures Manual which defines methods and practices by which Applicant shall comply with all applicable pharmacy-related regulatory requirements.
  - i. Ensure that the Policy and Procedure Manual is maintained in a current, complete, and timely manner reflecting actual practices. The Manual shall include document control through revision control, distribution lists, and periodic audits;



**SECTION 1 – INTRODUCTION AND PROGRAM SERVICE SPECIFICATIONS**

- ii. The Policy and Procedure Manual shall include instructions, procedures and references to ensure current and complete compliance with Medi-Care and Medi-Cal requirements;
- iii. Train both Outpatient Clinic staff and selected Applicant’s staff on the contents and use of the Manual. Review revisions with both parties to ensure currency of training; and
- iv. Make available to the Pharmacy adequate working and storage space to allow the Pharmacy to perform its obligations under the negotiated agreement.

*Part III Outpatient Clinic Role.* To ensure selected Applicant’s ability to perform the duties required above, the outpatient clinics will:

- A. Ensure Pharmacy documents are not reproduced without permission.
- B. Dispose of medications not used in the following manner:
  - i. Dispose of all narcotics within the outpatient clinic/facility by a Registered Nurse and a Contractor Pharmacist;
  - ii. Provide signed inventory of all “bubble packed” medication to be picked up by selected Applicant from the outpatient Clinic/facility and returned to Contractor for credit to ADMHS’ account; and
  - iii. Ensure that all other medication necessitating disposal is processed via a separate vendor.

The above sections reflect the current pharmaceutical services needs of ADMHS at this time. Should additional needs arise within twelve (12) months of contract date, ADMHS reserves the right to negotiate expansions to the scope of the awarded contracts to include additional pharmaceutical services.

**C. Dollar Award and Term**

**Maximum ADMHS Funding Award:** Dependent on units of service provided

**Term:** The anticipated contract term will be March 15, 2016 through June 30, 2018, (“Initial Term”) although an earlier start date may be negotiated for specific portions of this RFP. The County, at the end of the Initial Term, shall have the option to negotiate a renewal, without re-bidding, for additional term(s) not to exceed three years. The renewal determination is expected to be made mid-way through the Initial Term and will be contingent upon selected Applicant’s satisfactory achievement of performance measures. At the County’s discretion, contracts with an expected value of less than \$100,000 per year will be for one-year terms, and renewed yearly without re-bid.

## SECTION 2 – PROPOSAL SUBMISSION, REVIEW AND APPEALS PROCESS

### A. Who May Apply

Any Pharmacy licensed to do business in the State of California may apply. Any applicant appearing on a Federal exclusion list will not be considered.

### B. SUBMITTING RFP APPLICATIONS

1. The County has made every effort to provide all information available with regard to the services described. It is the responsibility of each applicant to review, evaluate, and where necessary, request any clarification of information. All questions regarding the RFP should be directed in writing to Qiuana Lopez, Contracts Specialist, by e-mail [admhsrfp@co.santa-barbara.ca.us](mailto:admhsrfp@co.santa-barbara.ca.us) or asked at the Proposal (Bidder's) Conference on **December 15, 2015**. All answers to emailed questions will be posted online on the ADMHS public website.
2. All applicants are required (**waived -no longer required**) to attend the Bidder's Conference on **December 15, 2015** from **2:30 PM to 3:30 PM** located at the Santa Barbara Children's Clinic (RM 119), 429 N. San Antonio Rd, Santa Barbara, CA, with video conferencing from the Santa Maria Clinic (Annex), 500 W. Foster Rd, Santa Maria, CA and telephone conferencing at 805-681-5400 Code 910723.
3. A Letter of Intent is required (**waived-no longer required**) by every interested applicant. If a Letter of Intent is not received by **December 18, 2015** by **5:00 PM**, then the applicant will not be considered for selection. The letter must be submitted on company letterhead and include:
  - a. A statement of intent to respond to RFP by applicant.
  - b. A contact person within the applicant's organization who will receive and promptly review all correspondence concerning the proposal. Include email, phone number and mailing address of the applicant's primary contact person. All RFP correspondence from the County will be sent only to this person.
  - c. The letter must state that the applicant accepts the terms, conditions, criteria and requirements set forth in the RFP and has sufficient experience/resources to develop, manage, and operate the proposed program.
  - d. The letter must be signed by the Chief Executive Officer or Executive Director of the applicant's organization.
  - e. The letter must be sent electronically to [admhsrfp@co.santa-barbara.ca.us](mailto:admhsrfp@co.santa-barbara.ca.us).
  - f. Applicant will be informed of receipt of the applicant's Letter of Intent by email to the primary contact listed in the letter. If applicant does not receive this email by **5:00 PM** on **December 21, 2015**, please contact Qiuana Lopez at email address above.

## **SECTION 2 – PROPOSAL SUBMISSION, REVIEW AND APPEALS PROCESS**

- g. The Letter of Intent is not intended as a guarantee the applicant will submit a response to the proposal, but as a way for ADMHS to gauge the amount of interest, to manage all proposals coming in, and to ensure that all applicants are receiving the same information being disseminated.
4. All costs incurred in the development, preparation, and submission of an application in response to this solicitation will be solely at the expense of the applicants. All responses to the RFP become the property of the County, and will become public information only upon submission of the negotiated contract(s) to the Board of Supervisors or Purchasing Division. Proposals are not open or available for inspection until that time. This RFP does not commit the County to award a contract or to pay any associated cost. The County, in its sole discretion, reserves the right to cancel this RFP in whole or in part at any time during the selection process. The County reserves the right to seek additional proposals (bids) beyond the final submission date, if, in the County's sole discretion, the proposals (bids) received do not meet the County needs.
5. Proposals must be typed in a 12 point Times New Roman or Arial font, and double-spaced on 8 1/2 x 11- inch plain white paper using one side of the paper only. Each proposal must include a Table of Contents, with page numbers, at the beginning of the proposal package. All pages in the original proposal package and copies must be numbered consecutively and may not be stapled or bound. Unnecessarily elaborate or lengthy proposals (bids) or other representations beyond those needed to provide a sufficient and clear response to all the RFP requirements are not desired.
6. One signed original, five (5) copies held by binder clips, and one electronic copy must be on the premises of Santa Barbara County Alcohol, Drug, and Mental Health Services Administration no later than **5:00 PM on January 19, 2016**, regardless of postmark date. No other locations will be acceptable. Please ensure delivery of RFP applications by the deadline to the address listed:

Santa Barbara County Alcohol, Drug, and Mental Health Services Administration  
Attention: Pharmaceutical Services RFP Application  
300 N. San Antonio Road Bldg. 3  
Santa Barbara, CA. 93110

Electronic Copy: [admhsrfp@co.santa-barbara.ca.us](mailto:admhsrfp@co.santa-barbara.ca.us)

## **SECTION 2 – PROPOSAL SUBMISSION, REVIEW AND APPEALS PROCESS**

- I. Responses to this RFP must be according to the format, content, and sequence as outlined. Additional information regarding any concerns, barriers, or modified ideas may be included for consideration and must be clearly identified as such.
- II. An authorized representative of the lead agency must sign proposals.
- III. Any proposal may be rejected if it is conditional, incomplete, or deviates from the guidelines set forth in this RFP. However, ADMHS reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with approval. ADMHS reserves the right to negotiate any part of the proposal.
- IV. This RFP does not commit ADMHS to award funding.
- V. ADMHS reserves the right to:
  - i. Seek additional proposals beyond the final submission date if, in its sole discretion, proposals received do not meet the guidelines or the intent of this RFP.
  - ii. Seek additional proposals for 30 days beyond the final submission if the original bidding period was for 40 days or less and only one responsive proposal was received.
  - iii. Chose Applicants who are not the lowest bid.
  - iv. Award more than one contract.
  - v. Award a contract on the basis of initial offers received.

### **C. PROPOSAL REVIEW PROCESS**

Successful applications for funding will go through a three level review process, including:

1. **Technical Review:** A review for completeness will be conducted in the ADMHS Contracts' office. Any application omitting a required item will not receive further review and will not be considered for funding. Any application that does not completely answer each question will not receive further review and will not be considered for funding.
2. **Proposal Review:** A Proposal Review Committee made up of consumers, families, ADMHS staff, and stakeholders, will review and rate proposals, using the specified criteria, and evaluating clarity, cost effectiveness, and overall quality.
3. **Selection:** Taking the recommendations of the Proposal Review Committee under advisement, the Mental Health Director in concert with the ADMHS Executive Team will make the final selection from among the top applicants and will enter into negotiations with the chosen applicant. Criteria evaluated will include responsiveness and thoroughness of the proposal, and presentation and perceived ability to carry out the program as specified. ADMHS will notify all applicants via email of their selection status and issue a "Notice of Intent to Award."

## **SECTION 2 – PROPOSAL SUBMISSION, REVIEW AND APPEALS PROCESS**

4. **Contract Approval:** The Santa Barbara County Board of Supervisors has final authority to approve any contract on behalf of the County. Contracts shall be subject to the County’s standard terms and conditions, and standard indemnification and insurance requirements, attached hereto as Exhibit C. Contracts under \$100,000 may be issued by the County Purchasing Office. Should this approval be denied, this may result in re-negotiation of the contract, the re-advertisement of the solicitation process or other appropriate actions.

### **D. APPEALS PROCESS**

1. A “Notice of Intent to Award” will be posted at the ADMHS Administrative Office on **January 27, 2016**.
2. After the “Notice of Intent to Award” has been posted, applicants may appeal the selection decision made by ADMHS during the period between **January 28<sup>th</sup> and February 3<sup>rd</sup>, 2016**. To be considered, appeals must be received in the ADMHS Administration Office no later than **5:00 PM January 28, 2016**.
3. The appeal must be in writing and directed to the ADMHS Director stating the reasons, law, rule, regulation or practice on which the protest is based. ADMHS will notify the applicant of receipt of the appeal.
4. Appeals made after **5:00 PM on January 28, 2016** will not be considered. The Appeal Committee, made up of the Director of ADMHS or her designee and a representative of the Review Committee will review and resolve all protests. The Appeal Committee may or may not meet with the appealing applicant.
5. The Appeal Committee’s decision will be final and may not be appealed. ADMHS will give written notice to each appealing applicant, setting forth the final outcome of the appeal.
6. The RFP Schedule is as follows (dates subject to change and if changed new dates will be made available online):

12/4/2015	RFP Released
12/15/2015	Bidder’s Conference 2:30 PM – 3:30 PM ( <b>requirement waived</b> )
12/18/2015	Letter of Intent due by 5:00 PM ( <b>requirement waived</b> )
1/19/2016	Applications due by 5:00 PM
1/27/2016	Notice of Intent to Award is posted
1/28-2/3/2016	Appeal Period
2/4/2016	Notification of Appeal Results
2/5/2016	Contract service negotiations begin
3/15/2016	Board of Supervisors’ Decision (tentative date)

### **SECTION 3 – INSTRUCTIONS FOR COMPLETING THIS APPLICATION**

In preparing an application, please read closely Section 1. “Introduction and Program Service Specification” and Section 2. “Proposal Submission, Review, and Appeals Process.” Your proposal should be directly responsive to the information presented there.

Response: Applicants can provide a response for one or any number of parts.

Structure: The proposal must adhere to the format outlined in this RFP. Proposal sections must be labeled in the same way as the corresponding section of the RFP written below. Proposals that do not adhere to the RFP format will be disqualified.

Detail: In responding to each section of the RFP, the applicant should document all statements concerning *specific* experience, knowledge, training and capabilities to the fullest extent possible.

Length and format: Please complete each part of the application in the space indicated by these instructions:

1. The RFP narrative may be no longer than the space indicated. Please do not include attachments or addenda not requested in the application.
2. The applicant organization’s name and date should appear in the upper right-hand corner of every page.
3. A page number should appear at the bottom right corner of each page.
4. The application should be typed in Times New Roman or Arial, font size 12.
5. All margins of every page are to be one inch.
6. Pages should be double-spaced, single-sided, and justified.

Packaging/Delivery: All required sections must be included in the application. The required attachments must be included with the original, signed application. One (1) original and five (5) copies of the application must be submitted **by 5:00 PM on January 19, 2016**. ADMHS staff will date and time stamp all applications. Applications received after 5:00 PM, January 19, 2016 will not be considered.

Failure to submit proposals in the order required or exceeding the allowable page limit will result in rejection of the proposal. Details about certain requirements are contained below. Please follow the guidelines in the RFP to ensure that you return a complete proposal package for the County’s consideration.

The requirements outlined in this section are mandatory for all program applications. All applicants must prepare responses to these questions.

## **SECTION 3 – INSTRUCTIONS FOR COMPLETING THIS APPLICATION**

### **A. EVALUATION AND SELECTION**

A multiple-stage evaluation process will be used to review and/or score technical proposals. ADMHS will reject any proposal that is found to be non-responsive at any stage of evaluation.

#### Stage 1 – Required Attachment / Checklist Review

1. Shortly after the proposal submission deadline, ADMHS staff will convene to review each proposal for timeliness, completeness and initial responsiveness to the RFP requirements. This is a pass/fail evaluation.
2. In this review stage, ADMHS will compare the contents of each proposal to the claims made by the Applicant on the Required Attachment/Certification Checklist to determine if the Applicant's claims are accurate.
3. If deemed necessary, ADMHS may collect additional documentation (i.e., missing forms, missing data from RFP attachments, missing signatures, etc.) from an Applicant to confirm the claims made on the Required Attachment/Certification Checklist and to ensure that the proposal is initially responsive to the RFP requirements.

#### Stage 2 – Narrative proposal evaluation/scoring

1. Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Stage 1 review, will be submitted to a rating committee.

The reviewers will individually and/or as a team review, evaluate and numerically score proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements.

2. ADMHS will use the evaluation and scoring criteria listed in Section 3.B, Parts 1–11 below. The scoring sheet is located on the ADMHS public website and will be utilized in the evaluation of the applicants' written proposals. The expectation is that those proposals in the competitive range may be considered for contract award.
3. In assigning points for individual rating factors, reviewers may consider issues including, but not limited to, the extent to which a proposal response:
  - a. Is lacking information, lacking depth or breadth or lacking significant facts and/or details; and/or
  - b. Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies; and/or

### **SECTION 3 – INSTRUCTIONS FOR COMPLETING THIS APPLICATION**

- c. Demonstrates that the applicant understands the services sought, and/or the contractor’s responsibilities; and/or
  - d. Illustrates the applicant’s capability to perform all services and meet all scope of work requirements; and/or
  - e. Demonstrates the applicant’s capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods; creative or innovative business solutions).
4. ADMHS will consider a proposal technically deficient and non-responsive if the proposal earns a score that is less than 75% of the total points. Non-responsive proposals will not advance to Stage 3.

#### Stage 3 – Selection

Taking the recommendations of the Proposal Review Committee under advisement, the Mental Health Director in concert with the ADMHS Executive Team will make the final selection from among the top applicants and will enter into negotiations with the chosen applicant. Criteria considered will include responsiveness and thoroughness of the proposal, and presentation and perceived ability to carry out the program as specified. ADMHS will notify all applicants via email of their status and issue a “Notice of Intent to Award.”

Proposals will consist of the following parts, which will be subject to the number of scoring points listed for a total of 110 points.

#### **B. PROPOSAL CONTENTS**

##### **Part 1. RFP Application Cover Sheet (One page) – No points**

Complete the **RFP Application Cover Sheet** that appears at the end of this document. Please include all of the requested information as indicated. For the following sections:

Agency information, including the proposed Lead Pharmacist if known. If unknown, indicate “TBD.” If the agency does not have a website at this time, indicate “N/A.”

##### **Part 2. Table of Contents (One page) – No points**

Include page numbers for each required section.



## **SECTION 3 – INSTRUCTIONS FOR COMPLETING THIS APPLICATION**

### **Part 3. Agency Overview (up to five (5) pages) – 20 points**

In this section, please present the characteristics of your organization that you think should persuade a reader that your organization is one that can effectively provide the requested services. Your organization's distinguishing characteristics, key staff, and areas of strength should be described here.

- A. The number of years your pharmacy has been in operation;
- B. Your agency's experience with providing pharmaceuticals and pharmaceutical consulting services in inpatient and outpatient settings, as applicable to the sections of this RFP your agency is responding to;
- C. Your ability to provide delivery of medications, if applicable;
- D. Your agency's ability and experience providing bubble packing, if applicable;
- E. Experience and capacity in compliance with laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act (HIPAA) and California privacy laws.
- F. Describe your agency's experience in providing services that are relevant to the linguistic, racial, ethnic and cultural needs and sensitivities of the local community served, particularly Spanish speaking individuals. In your description of how you address cultural issues, please include:
  1. How the practices of your agency match the needs of a client population that is ethnically, linguistically, and culturally diverse.
  2. Total number of staff in your agency including the total number of bilingual and bilingual/bicultural staff and language spoken.
  3. Method by which your agency determines or assesses the bilingual and bicultural skills of employees. If a tool or form is used, please include as an attachment.
- G. Quality Assurance and Evaluation/Outcomes: Describe your agency's structure and process for quality assurance and quality improvement. Please include in your description a summary of how:
  1. Staff are engaged in quality improvement processes.
  2. Staff concerns are communicated and how the agency responds.
- H. Staff Recruitment, Training, Development, Retention and Performance Evaluation
  1. Describe how your agency recruits and retains competent staff.
  2. Describe how your agency recruits and retains staff who represent the demographics of the client population served.
  3. Describe how your agency provides overall orientation and training to new staff.
  4. Describe the background checks performed by your agency on individuals considered for employment.

### **Part 4. Program Narrative (Up to twenty (20) pages) – 30 points**

This section of the proposal should present a comprehensive statement of the services to be

### **SECTION 3 – INSTRUCTIONS FOR COMPLETING THIS APPLICATION**

provided. Applicants are reminded to review **Section I** of this RFP to ensure that the narrative addresses the categories of services which are sought through this application.

The maximum number of points for the Program Narrative is 30 points. Points will be assigned as follows for each part comprising the Program Narrative. Applications shall be arranged as follows and divided into the follow headings:

**A. Service Provisions and Methods – 20 points**

Please describe:

1. How the respondent proposes to provide the services requested in Section I;
2. What actions your agency will take to develop positive, collaborative working relationships with ADMHS Programs and Fiscal staff;
3. Your agency's experience in serving the Santa Barbara community and working collaboratively with other organizations in Santa Barbara;
4. What actions your agency will take to initiate and maintain collaborative working relationships and a pattern of frequent, constructive communication with ADMHS.
5. Describe your agency's Electronic Health Record (EHR), and ability to connect to the ADMHS EHR's eprescribing module, RxNT.

**B. Certification that the agency is not on any Federal exclusions lists. (10 points)**

**Part 5. Program Budget (up to eight (8) pages)- 30 points**

**A. PRICE LIST. (15 points)** The bidder should provide the proposed cost for the drugs listed in the table following, and describe whether the price will be the maximum, or subject to change based on Average Wholesale Price or other published price lists.

For all other pharmaceuticals, the RFP response should indicate the basis for cost, such as discount off Average Wholesale Price, Medi-Cal pricing, or other published price lists.

**SECTION 3 – INSTRUCTIONS FOR COMPLETING THIS APPLICATION**

Drug	Cost/ Unit
Zyprexa Relprevv	
Emsam	
Chlorpromazine HCL	
Resperidone ODT	
Venlafaxine HCL	
Invega	
Resperidone	
Olanzapine ODT	
Latuda	
Ventolin HFA	
Levothyroxine Sodium	
Diphenhydramine HCL	
Furosemide	
Senna Plus Tablet	
Lantus	
Abilify	
Benztropine Mesylate	
Omeprazole	
Metformin HCL	
Topiramate	

**SECTION 3 – INSTRUCTIONS FOR COMPLETING THIS APPLICATION**

Mirtazapine	
Benadryl	
Haldol	
Cogentin	
Valium (or Librium)	
Epi Pen	
Insulin (Humalog)	
Glucagon	
Activan	

**B. Pricing for Other Services – 15 points**

1. Pharmaceutical Consulting – Include your agency’s hourly rate for pharmaceutical consulting services.
2. Bubble Packing
3. Delivery Fees
4. Stocking Fees
5. Cost for Connecting to County’s Electronic Health Record
6. Medication Destruction
7. Medication Dispensing Unit – If your agency provides medication dispensing units, describe the lease terms and rates.
8. Pricing for any other value added services/ products

**Part 6. Management and Reporting Capabilities (Up to three (3) pages) - 15 points**

Provide a detailed description of your Pharmacy’s capabilities in the following areas:

- A. Experience and competence in sound financial management.
- B. Experience in accurate and timely Medi-Cal and other insurance billing.
- C. Indication of whether your agency employs or contracts for the services of a Certified Public Accountant.
- D. Agency’s experience with online billing.

### **SECTION 3 – INSTRUCTIONS FOR COMPLETING THIS APPLICATION**

#### **Part 7. Policies and Procedures (One page) - 10 points**

Describe your Pharmacy's practice with regard to:

- A. Conflict of Interest
- B. Non-Discrimination in Hiring and in the provision of services
- C. Drug-Free Workplace
- D. Confidentiality
- E. Child/Adult Abuse

#### **Part 8. Investigation Statement (One page) - 0 points**

Include statement of whether the agency is now or has been the subject of a public or private audit or investigation due to potential or alleged financial or other mis-management. These statements must describe the program audited or investigated, by whom, the date of the audit, the period audited and the purpose and outcome of the audit or investigation.

#### **Part 9. Legal Information (One page) - 0 points**

Applicant must declare and document its authority to operate in the State of California. This should be accomplished by including photocopies of federal and state tax identification numbers as an attachment.

Note: The selected applicant(s) will be required before execution of the contract to provide proof of current insurance coverage at the limitations determined by the County's Risk Manager. In addition, at the time of execution of the contract, selected applicant(s) must also adhere to the County's policies on Nondiscrimination, Drug Free Workplace, Child and Elder Abuse, Confidentiality, Anti-Harassment and Conflict of Interest as provided for in the contract. Copies of these policies are available upon request.

#### **Part 10. Supportive Information - 0 points**

Include in this section up to five pieces of additional information supportive of the agency or this proposal. Information may include:

- A. Resumes of key staff
- B. Letters of recommendation from other public or private agencies
- C. Brochures and promotional material
- D. Pictorial material, clippings and other information supportive of the proposal contents

**SECTION 3 – INSTRUCTIONS FOR COMPLETING THIS APPLICATION**

**Part 11. Attachments - 5 points**

All proposals shall include the following attachments:

- A. A list of all the relevant insurance your Pharmacy has and the specific limitations. Upon submission of the proposal package, applicant must provide certificates of insurance for all policies. Said certificates must clearly indicate limits of coverage. Prior to contract execution, Contractor must comply with the standard County insurance requirements, as set forth in Exhibit C attached hereto, should the required coverage differ from what the Contractor currently has in place. The County will be named as additional insured on general and automobile liability policies.
- B. The names, addresses and phone numbers of three references (see Exhibit B) that can attest to your success in working within collaborative structures to serve clients with alcohol, drug, and/or mental health problems. The requested references may not be from ADMHS.
- C. Current Board member list, if applicable.
- D. Annual audited Financial Statement (most recent).
- E. Tax Return (most recent filed).

**OVERVIEW OF APPLICATION ELEMENTS (for reference only)**

<i>Part</i>	<i>Description</i>	<i>Maximum Points (110 points total)</i>	<i>Maximum # Pages</i>
1	RFP Application Cover Sheet	0	1
2	Table of Contents	0	1
3	Agency Overview	20	5
4	Program Narrative	30	20
5	Program Budget	30	8
6	Management and Reporting Capabilities	15	3
7	Policies and Procedures	10	1
8	Investigation Statement	0	1
9	Legal Information	0	1
10	Supportive Information	0	n/a
11	Attachments	5	n/a

**EXHIBIT A – RFP APPLICATION COVER SHEET**

**For ADMHS Staff use:**

Date/time Received: \_\_\_\_\_

Proposal # \_\_\_\_\_

ADMHS Staff Member \_\_\_\_\_

**Applying for (check all that apply):**

- Inpatient Pharmaceutical Services
- Discharge Medication Services
  
- South County (Goleta/Santa Barbara/ Carpinteria) Outpatient Waivered Medication
- Mid County (Lompoc, Buellton, Solvang, Santa Ynez) Outpatient Waivered Medication
- North County (Orcutt/Santa Maria) Outpatient Waivered Medication
- Crisis Stabilization Unit Pharmaceutical Services

**Agency Information:**

Agency: \_\_\_\_\_

Owner/CEO: \_\_\_\_\_

Project Director/Lead Staff: \_\_\_\_\_

Administrative Office Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web site: \_\_\_\_\_

**Attachment Checklist (please attach in order)**

- 1.  Agency Organizational Chart
- 2.  Insurance
- 3.  Program Reference List
- 4.  Current Board Members List, if applicable
- 5.  Tax Return (most recently filed)

\_\_\_\_\_  
**Signature of Owner/CEO**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Lead Pharmacist**

\_\_\_\_\_  
**Date**

## EXHIBIT B – CUSTOMER REFERENCES

1. COMPANY/ORGANIZATION NAME:  
ADDRESS:

CONTACT PERSON:  
TELEPHONE NUMBER:  
EMAIL ADDRESS:

Brief statement of the person's organization's relationship to the Offeror, the period of the relationship and how the services provided relate to these services described in the RFP.

2. COMPANY/ORGANIZATION NAME:  
ADDRESS:

CONTACT PERSON:  
TELEPHONE NUMBER:  
EMAIL ADDRESS:

Brief statement of the person's organization's relationship to the Offeror, the period of the relationship and how the services provided relate to these services described in the RFP.

3. COMPANY/ORGANIZATION NAME:  
ADDRESS:

CONTACT PERSON:  
TELEPHONE NUMBER:  
EMAIL ADDRESS:

Brief statement of the person's organization's relationship to the Offeror, the period of the relationship and how the services provided relate to these services described in the RFP.



## **EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements**

### **FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC\_\_\_\_\_

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and [Contractor] with an address at [Address] (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

**WHEREAS**, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

#### **1. DESIGNATED REPRESENTATIVE**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. [Contractor Representative] at phone number [#] is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

#### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County:

To Contractor:

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

#### **3. SCOPE OF SERVICES**

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

#### **4. TERM**

Contractor shall commence performance on [date] and end performance upon completion, but no later than [date] unless otherwise directed by County or unless earlier terminated.

## **EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements**

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

### **7. STANDARD OF PERFORMANCE**

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

### **8. DEBARMENT AND SUSPENSION**

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

### **9. TAXES**

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf,

## **EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements**

and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

### **10. CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the

performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions.

## **EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements**

Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

### **12. NO PUBLICITY OR ENDORSEMENT**

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

### **13. COUNTY PROPERTY AND INFORMATION**

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

### **14. RECORDS, AUDIT, AND REVIEW**

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with

## **EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements**

defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

### **15. INDEMNIFICATION AND INSURANCE**

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

### **16. NONDISCRIMINATION**

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

### **17. NONEXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

### **18. NON-ASSIGNMENT**

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

### **19. TERMINATION**

1. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
  1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.**

The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments

## EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements

in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

- B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
- C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
2. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
3. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation

## **EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements**

due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor, the decision of County be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

### **20. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

### **21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

### **22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

### **23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

### **24. NO WAIVER OF DEFAULT**

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

### **25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or

## **EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements**

assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of Alcohol, Drug, & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

### **26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

### **27. COMPLIANCE WITH LAW**

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

### **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

### **29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.



## **EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements**

### **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

### **33. COMPLIANCE WITH HIPAA**

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

### **34. COURT APPEARANCES.**

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

### **35. PRIOR AGREEMENTS.**

Upon execution, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

### **36. MANDATORY DISCLOSURE.**

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

## **EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements**

### INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

### INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

## EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements

### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement.

## EXHIBIT C – County Standard Terms, Indemnity, and Insurance Requirements

Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.

9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.