



REQUEST FOR PROPOSAL

2010-06S

February 8, 2010

The above number must appear on all quotations and related correspondence.

THIS IS NOT AN ORDER

**PROPOSALS ACCEPTED NO LATER THAN:
3:00 PM, TUESDAY, FEBRUARY 23, 2010**

**TO: Susan Shepherd, C.P.M.
Utah County Auditors Office
100 East Center, Suite 3600
Provo, UT 84606 (801) 851-8234**

UTAH COUNTY IS ACCEPTING PROPOSALS FROM QUALIFIED PHARMACISTS TO PROVIDE PHARMACEUTICAL SERVICES TO INMATES IN THE UTAH COUNTY SECURITY CENTER.

***** SEE ATTACHED SPECIFICATIONS AND REQUIREMENTS ****

PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR PROPOSAL:

- TRANSMITTAL LETTER
- COMPLETED DETAILED INFORMATION RESPONSE FORM
- A LIST OF PHARMACEUTICALS
- SIGNED SIGNATURE PAGE
- COMPLETED W-9 FORM

PLEASE DIRECT ALL QUESTIONS TO:

DALE BENCH RN,
HEALTH SERVICES MANAGER
PHONE (801) 851-4224
BUSINESS HOURS: 9:00 A.M. - 4:00 P.M.

PLEASE SUBMIT FOUR (4) COPIES OF YOUR PROPOSAL.

SEALED PROPOSALS SHOULD BE MAILED OR HAND DELIVERED TO: SUSAN SHEPHERD, UTAH COUNTY PURCHASING AGENT, 100 EAST CENTER, SUITE 3600, PROVO, UTAH 84606, AND SHOULD BE CLEARLY MARKED "SEALED PROPOSAL." PLEASE REFERENCE #10-06S ON ALL DOCUMENTS PERTAINING TO THIS PROPOSAL. ALL PROPOSALS ARE DUE ON TUESDAY, FEBRUARY 23, 2010, AT 3:00 P.M. NO LATE PROPOSALS WILL BE ACCEPTED.

UTAH COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR WAIVE MINOR IRREGULARITIES WHEN TO DO SO WOULD BE IN THE BEST INTERESTS OF UTAH COUNTY. MINOR IRREGULARITIES ARE THOSE WHICH WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON OVERALL COMPETITION OR PERFORMANCE.

SUSAN SHEPHERD, C.P.M.
PURCHASING AGENT

UTAH COUNTY SECURITY CENTER

REQUEST FOR PROPOSALS

FOR

PHARMACEUTICAL SERVICES

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 BACKGROUND

The Utah County Security Center is located at 3075 North Main, Spanish Fork, Utah 84660. The Utah County Security Center is a detention facility for prisoners. The Security Center contains a self-contained fully-equipped pharmaceutical office.

1.2 PURPOSE

Through this Request for Proposals (RFP), Utah County intends to evaluate qualified pharmacist services to contract for pharmaceutical services to its Security Center facility.

1.3 RFP ORGANIZATION

Pursuant to this RFP a contract will be executed, a copy of which is attached as Exhibit A. The Contract period will be for a term of approximately 1 year, commencing when executed and terminating December 31, 2010. Utah County shall have an option, pursuant to that contract, to renew the contract for three additional, one year periods, upon the same terms and conditions.

This RFP is organized into six (6) sections plus Exhibits and a signature page.

Section 1, Administrative Overview-Outlines general information on the objectives of this RFP, background information on the issuing entity, Description of Work, and the organizational structure of the RFP.

Section 2, Procurement Rules and Procedures-Outlines the rules and schedules for this procurement.

Section 3, Instructions for Proposal Preparation-Outlines the precise manner in which proposals must be submitted for consideration. Failure to adhere to these guidelines may result in the rejection of the proposal.

Section 4, Proposal Requirements-Outlines the inclusion requirements for consideration of proposals.

Section 5, Evaluation Procedures-Describes how proposals will be evaluated by the issuing entity.

Section 6, Terms and Conditions-Outlines certain terms and conditions under which the contract must be performed.

1.4

DESCRIPTION OF WORK

PROVIDER shall provide the following services to County:

- a. Supply prescription and over the counter medications to COUNTY with FDA approved bio-equivalent, generic medications, unless no generic substitution is available or authorized. When a generic substitute is not available the pharmacist should specify the reason for not substituting the generic prescription.
- b. Maintain complete prescription history on inmates. Prescription records stay at the Security Center facility as property of Utah County.
- c. Provide standard reports as requested by the COUNTY and a yearly report to the Utah County Commission concerning statistics.
- d. Provide emergency telephone consultations 24 hours a day, 7 days a week, through a pager or answering service;
- e. Provide periodic in-service training to nurses at the Utah County Security Center, cooperate and coordinate with Security Center administration and health care personnel as needed; participate and support administration's efforts to continue accreditation with the National Commission on Correctional Health Care.
- f. Provide individually sealed medicines, if possible, in a blister pack medication card or other form of appropriate storage and dispensing system, labeled as follows: 1. Drug Outlet-name and address; 2. Serial Number; 3. Date ordered and expiration date; 4. Drug name and strength; 5. Practitioners' name; 6. Patients name; 7. Directions for use.
- g. Provide an emergency medication box with the contents determined by the pharmacy, nursing, and medical director.
- h. Deliver prescriptions by next day service or same day delivery paid by the pharmacist. All prescriptions must be delivered to 3075 North Main Street in Spanish Fork, Utah 84660.
- i. Provide Security Center's Health Services with a summary sheet of each delivery detailing all items being shipped and the price of each individual prescription with each shipment.
- j. Provide a toll-free number for fax and phone if long distance.
- k. Provide medication carts sufficient for the needs of the facility, maintaining these carts, and keeping them in good working condition.

- l. Use a computerized system to keep track of all inmate files regarding prescriptions etc.
- m. Provide a consultant pharmacist, who will do an on-site review quarterly to determine total compliance with all state and federal regulations.
- n. Provide a clinical pharmacist for consultation 24 hours a day.
- o. Provide periodic audits of the pharmacy operations at the facility.
- p. Update procedures when necessary to the Jail's specifications.
- q. Provide start-up orientation for the nursing and medical staff at the facility. This includes education programs on the regulations and procedures etc.
- r. Assume all liability and responsibility in connection with the dispensing of prescription items.
- s. Provide a back-up pharmacist in case of inadequate supply.
- t. Contract with a local pharmacist for same day, emergency delivery seven days a week.
- u. Provide an electronic pharmaceutical management system that will integrate with the facility's Electronic Medical Records for the purpose of lessening the workload on the contract physician and medical staff, lessening the risk of error during transcription and administration. System is to include point of service electronic documentation and cost management tools in guiding use of generic over name brand medications.
- v. Provide a quarterly review to account for outdated/un-used medications, with full or partial credit for returns.
- w. Possess and maintain in effect all licences required to dispense prescription medication in the state of Utah.
- x. Credit COUNTY for unused medications that are returned to PROVIDER in the original blister card container as follows: ____% credit for full cards; ____% credit for partial cards.
- y. Comply with PROVIDER'S representations in PROVIDER'S Response to Request for Proposal which is incorporated herein by this reference.

SECTION 2 PROCUREMENT RULES AND PROCEDURES

2.1 PROCEDURE

The Procedure for the issuance of this RFP, evaluation of proposals, and selection of a provider is as follows:

- a. Interested entities will prepare and submit their proposals according to the Procurement Timetable contained in Subsection 2.3;
- b. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
- c. The selected provider will be required to sign the contract which is attached as Exhibit A.

2.2 RULES OF PROCUREMENT

For this procurement, all proposals will be submitted in the proposal format outlined in Section 3 (Instructions for Proposal Preparation) of this RFP.

All prospective providers must meet the enclosed criteria as of the date of submission. Respondents will provide all requested information in the Detailed Information Response Forms.

Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of “shall”, “must”, or “will”, in this RFP indicates a requirements or condition from which a material deviation will not be approved by Utah County.

2.3 PROCUREMENT TIMETABLE

Below is the Procurement Timetable that has been established for this RFP.

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	February 8, 2010
Closing Date for Receipt of Proposals	February 23 @ 3:00 p.m.

2.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be directed prior to the submission deadline date either by fax or telephone to the Utah County Security Center, Attention:

Dale Bench RN, Health Services Administrator
Business Hours: 9:00 a.m. to 4:00 p.m. MST
Telephone Number: (801) 851-4224

After proposals have been submitted, Utah County Personnel and or their representatives may arrange to meet with a proposed provider to further discuss related issues.

2.5 EVALUATION CRITERIA

A point evaluation system will be used to rank the proposals. Point ranges have been assigned to each category in accordance with the County's view of their relative importance. The evaluation components are listed on page five with their assigned points:

a. Experience/Education/Credentials	0-20
b. Extent of services offered	0-20
c. Insurance capabilities & Background Check	0-20
d. Cost	0-30
e. Response to Proposal	0-10

SECTION 3 INSTRUCTIONS FOR PROPOSAL PREPARATION

3.1 PROPOSAL ORGANIZATION AND NUMBER OF COPIES

Each respondent must submit four (4) copies of its proposal to the Utah County Purchasing Agent. The proposal must be delivered to:

Susan Shepherd
Utah County Purchasing Agent
100 East Center, Room 3600
Provo, Utah 84606

The proposal must include (in the following order):

- Transmittal letter describing background of respondent and the intent to participate in the contract.
- Completed Detailed Information Response Forms provided in the RFP (including all requested attachments).
- Signature Page certifying that the respondent understands the terms and conditions of the RFP and intends to abide by them if awarded a contract.

3.2 PROPOSAL INCLUSION REQUIREMENTS

In order to be considered, a proposal must contain all sections as described in Subsection 3.1. Additionally, all respondents must answer all questions contained

in Subsections 4.2, 4.3 and 4.4. Requested documentation relating to these forms must be attached. Responses must be on the included forms- no exceptions or substitutions will be allowed. If the respondent requires additional space, plain paper may be used and attached.

The occurrence of any of the following may result in disqualification of a respondent:

- a. Failure to respond within the established timetable.
- b. Failure to completely answer all questions on the proposal.
- c. Use of any other type of form or format other than those indicated in the RFP.
- d. Failure to provide requested documentation at the time of proposal submission.
- e. Illegible responses.
- f. Failure to sign and return the Signature Page.

SECTION 4 PROPOSAL REQUIREMENTS

4.1 LETTER OF TRANSMITTAL

The letter of transmittal shall be on official business letterhead. The letter of transmittal shall include:

- A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
- A statement indicating whether the respondent is a corporation or other legal entity.
- A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
- Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take a call from Utah County.

- Name and complete mailing address of the respondent along with telephone number and fax number.

4.2 DETAILED INFORMATION RESPONSE FORM

The Detailed Information Response Form attached as Exhibit B must be completed and included in the submission.

4.3 LIST OF PHARMACEUTICALS

A list of pharmaceuticals in the form attached as Exhibit C.

4.4 SIGNATURE PAGE

A signature page in the form attached as Exhibit D must be executed and included in the submission.

SECTION 5 EVALUATION PROCEDURES

This process will include, but not be limited to, proposal evaluation and verification by appropriate Utah County Security Center staff and/or its authorized representatives.

5.1 ACCEPTANCE OF PROPOSAL

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

5.2 DISPOSITION OF PROPOSALS

All proposals (and the information contained therein) shall become the property of Utah County. No proposals shall be returned to the respondent regardless of the outcome of the selection process.

All proposals will be evaluated by authorized representatives of Utah County.

5.3

GENERAL

Utah County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded provider.

It is vitally important that any person who signs a proposal or contract on behalf of a provider organization certifies that he or she has the authority to so act. The provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person shall have executed and delivered a definitive written agreement.

By responding to this RFP each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by a responding party in any manner as having any legal effect whatsoever.

SECTION 6 TERMS AND CONDITIONS

6.1 INSURANCE

The PROVIDER agrees to carry professional malpractice insurance coverage equal to or greater than \$2,200,000 per occurrence, and \$250,000 for property damage in any one occurrence, or as modified by the risk manager pursuant to state statute(UCA 63G-7-604) during the term of this contract. This coverage shall provide malpractice insurance to cover the activities of PROVIDER and PROVIDER's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder.** The PROVIDER shall furnish, with the bid submission, and maintain in full force and effect for the duration of this Agreement, a certificate of insurance evidencing that the PROVIDER has insurance coverage equal to or greater than the above stated amounts. The PROVIDER shall submit a certificate of insurance to Utah County naming Utah County as a certificate holder in the minimum amounts indicted above before beginning work.

6.2

PAYMENT

Utah County will reimburse the selected provider on a regular basis but not more often than monthly. Reimbursement will be at the contract rates included in the final contract.

EXHIBIT B

DETAILED INFORMATION RESPONSE FORM

In order to receive full consideration, submitted proposals must contain responses to all questions. Failure to respond to all questions may result in exclusion from participating in this RFP.

1. **Licensing Requirements.** It is required that the selected provider will have its state pharmacist license in good standing. To meet this requirement, please respond to the following questions:

	YES	NO
Is your State Pharmacist License in good standing?	<input type="checkbox"/>	<input type="checkbox"/>
Have you included copies of your Pharmaceutical License?	<input type="checkbox"/>	<input type="checkbox"/>

2. **Insurance.** It is required that the selected provider obtain a Certificate of Insurance for professional and/or errors and omissions coverage in the minimum amounts listed in Section 6.2. To meet this requirement, please respond to the following question:

	YES	NO
Have you included the Certificate of Insurance for your proposal?	<input type="checkbox"/>	<input type="checkbox"/>

3. **Provision of Services.** It is required that the selected provider be able to provide pharmaceutical services on an emergency basis, if and when necessary. To meet this requirement, please respond to the following questions:

	YES	NO
Can you provide services on an emergency basis and consultation services on a 24 hour per day basis through a pager or answering service?	<input type="checkbox"/>	<input type="checkbox"/>

7. Furnish over the counter medication based on an average wholesale price less ____%.
Please list any other additional fees that Utah County will be charged for, i.e. dispensing fees etc.

8. Furnish all name brand prescriptions based on an average wholesale price less _____%.
Please list any other additional fees that Utah County will be charged for, i.e. dispensing fees etc.

9. Please list the amounts you will credit COUNTY for outdated/un-used medications.

EXHIBIT C

Attached you will find a list of the drugs currently being purchased. This is not an inclusive list. Keep in mind that the COUNTY will require an on-site review monthly to account for outdated/un-used medications, with full or partial credit for returns.

Purchases by Inmates			
Prescription Medications			
Accutane _____	Calcium Carbonate _____	E-mycin _____	Imipramine _____
Aerobid _____	Capoten _____	Effexor _____	Inderol _____
Afrin _____		Carafate _____	
		Elavil _____	Indomethacin _____
Ak-Con-A _____	Carisoprodol _____	Elocon _____	Iophen _____
Allopurinol _____		Chloral Hydrate _____	Ercaf _____
		Klonopin _____	
Alprazolam _____		Chloridiazeposi _____	
		Erythromicine _____	Levothyroxine _____
Altace _____	Chlorpromazine _____	Eskalith _____	
		Librax _____	
Amantadine _____	Chlorzoxazone _____	Felbatol _____	
		Librium _____	
Amitriptyline _____	Cimetidine _____	Ferrous Glucon _____	Lindane _____
Anafranil _____	Cipro _____	Fiorinal _____	Lithium _____
		Carbonate _____	
Analpram-HC _____		Claritin _____	
		Fiorinal/Cod _____	Lithobid _____
Anusol _____	Clonidine _____	Flagyl _____	Lodine _____
Aprodine _____	Clynase _____	Flexeril _____	
		Lorabid _____	
Atenolol _____	Cogentin _____	Floxin _____	Lorazepam _____
Ativan _____	Colace _____		Fluocin Acet _____
			Lortab _____
Augmentin _____	Colbenemid _____		Fluphenazine _____
			Lotrisone Cream _____
Aurodex Otic _____	Cortisporin _____	Glipizide _____	Macrobid _____
AVC 15% Cream _____	Cough Drops _____	Glucotrol _____	
		Mebaral _____	
Azmacort _____	Cyproheptadine _____	Gly-oxide _____	Meclizine _____
Azmacort Inhaler _____	Cytotec _____	Glyburide _____	Meclofen _____
Bactrim _____	Darvocet _____	Guaifed _____	
		Mellaril _____	
Beconase AQ _____	Decongestant _____	Haldol _____	
		Methylprednisone _____	
Benedryl _____	Deltasone _____	Haloperidol _____	Metrogel-vaginal _____
Bentyl _____		Depakote _____	HCTZ _____

Benzac _____	Deseryl _____	Metroprolol _____	
		Histine DM _____	
		Miconazole _____	
Benzonatate _____	Diamox Sequence _____		Humulin _____
			Migratine _____
Benzoyl Peroxide _____	Dicyclomine _____	Hydrochlorothi _____	
		Minitran _____	
Biaxin _____		Diflucan _____	Hydrocort/APAP _____
			Minocycline _____
Boltaren _____	Diphen/Atrop _____	Hydrocortisone _____	Nadolol _____
Bromfed _____	Diprolene _____	Hydroxyz Pam _____	Naphazole _____
BuSpar _____	Diaze Pam _____	Hydroxyzine He _____	
		Naphcon _____	
BUT/APA/CAF _____	Docusate _____	Hyoscyamine _____	Naprosyn _____
Cafergot _____	Doxepin _____	Hytrin _____	Nasacort _____
Calcium _____	Duricef _____	Indur _____	Navane _____
Neurontin _____	Prilosec _____	Selenium sul _____	Trental _____
Nicorette _____	Primatene Mist _____	Septra _____	Triamcinolon _____
Nifedipine _____		Prinivil _____	Serentil _____
			Triavil _____
Nitroglycerin _____	Proben _____	Slo-Bid Gyro _____	Trifluoperaz _____
Nitrostat _____	Procardia _____	SMZ/TMP DS _____	Trihexpheni _____
Nixoral _____	Proctocream _____	Sod Sulfacet _____	
		Trihexypheidyl _____	
Norgesic Forte _____	Proctosol _____	Soma _____	
		Triphasil _____	
Normodyne _____	Prolixin _____	Special RX _____	Toradol _____
Nortriptyline _____	Promethazine _____	Srumontil _____	Valium _____
Norvasc _____	Propoxyphene _____	Stalazine _____	Vancenase _____
Nystatin _____	Propylthiour _____	Sulfasalazine _____	Vasotec _____
Oticair Otic _____	Proventil _____	Tagamet _____	Veetids _____
Oyster Shell _____	Prozac _____	Tegretol _____	Ventolin _____
Paxil _____	PTU _____	Terazol _____	Ventolin Inhaler _____
Pediotic _____	Pulphenazine _____		Tetracycline _____
			Vermapil _____
Pepcid _____	Pyridium _____	Theo-Dur _____	Vermox _____
Perphanizine _____		Q-Mibid-LA _____	
		Theophylline _____	Vistaril _____
Perphen/Amit _____	Quinine Sulfate _____		Thiamine _____
			Wellbutrin _____
Phenazopyridium _____	Reglan _____	Thioridazine _____	
		Xanax _____	
Phenergan _____	Relafen _____	Thiothixene _____	
		Xylocaine _____	

Phenol_____	Retin-A_____	Thorazine_____	Zantac_____
Poly-Histine_____	Roecephin_____		Tilade_____
			Zarontin_____
PPA/GG_____	Rowasa_____	Timoptic_____	Zephrex_____
Pravachol_____	Ru-Tuss_____	Toprol_____	Zestril_____
Prednisone_____	Salsalate_____	Toradol_____	Zoloft_____
Premarin_____		Seldane_____	
		Trazodone_____	Zovirax_____

Over The Counter Medications

Anbesol Anesth_____	Emetrol_____	Monistat Dual_____	Neutrogena_____
Aspercreme_____	Eucerin Cream_____	Nasal Decongestant_____	Ocean Nasal_____
Bacteriostatic_____	Gyne-Lotrimin_____	Neomycin/polym_____	Tylenol_____

Pharmaceutical Purchases

Prescriptions	Over the Counter Medications	
Keflex_____	10x Hydrocort_____	Diphenhydramine__ Nix Lice Treatment__
Lindane_____	1 st Choice-Diabetic_	Emetrol_____ ASA_____
Seldane_____	Actagen_____	ES APAP_____ Pepto Bismol_____
Thiamine_____	Alcohol_____	Glucose Tabs_____ Polygrip_____
	Aloe Vera Gel_____	Hydrocortisone____ Prenatal
		Vitamins_____
	Antacid_____	Ibuprofen_____ Saline_____
	Aspercreme_____	Insulin Syringes_____ Sportscreme_____
	B-D Sugar Diab.____	Kaopectate_____ Saline_____
	Benadryl_____	Lancets_____ Tolfonate_____
	Benaphen_____	Maladroxyl_____ Triple Antiotic_____
	Benzoyl Peroxide__	Metamucil_____
		Tylenol_____
	Campho Phenique__	Milk of Magnesia____
		Vaseline_____
	Cortizone_____	Natural Cough_____
		Vitamins_____

EXHIBIT D

SIGNATURE PAGE

All sections and exhibits of the RFP are understood and agreed upon. PROVIDER authorizes Utah County to perform any and all background checks. PROVIDER will furnish such information as is necessary and will sign any and all releases necessary for UTAH COUNTY to perform background checks.

Signature

Title

AGREEMENT NO. 2010 -

PHARMACY SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____day of _____, 2010, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and _____, hereinafter referred to as **PROVIDER**.

WITNESSETH:

WHEREAS, COUNTY, a body corporate and politic, desires to secure the benefits of essential pharmaceutical services for the inmates housed at the Utah County Security Center located at 3075 North Main, Spanish Fork, Utah County, Utah, and further to provide such services in accordance with Utah State Law; and

WHEREAS, PROVIDER is willing to assist in the execution of such services for COUNTY in consideration of receiving such fees as herein provided.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

SECTION ONE

DESCRIPTION OF WORK

In consideration of the compensation set forth in Section Two, the PROVIDER agrees to provide the following services to COUNTY at the Utah County Security Center for the duration of this Agreement:

- a. Supply prescription and over the counter medications, including but not limited to the medications listed in Exhibit "C" to COUNTY's Request for Proposal, for COUNTY Jail inmates with FDA approved bio-equivalent, generic medications,

unless no generic substitution is available or authorized. When a generic substitute is not available the pharmacist should specify the reason for not substituting the generic prescription.

- b. Maintain complete prescription history on inmates. Prescription records stay at the Security Center facility as property of Utah County.
- c. Provide standard reports as requested by the COUNTY and a yearly report to the Utah County Commission concerning statistics.
- d. Provide emergency telephone consultations 24 hours a day, 7 days a week, through a pager or answering service;
- e. Provide periodic in-service training to nurses at the Utah County Security Center, cooperate and coordinate with Security Center administration and health care personnel as needed; participate and support administration's efforts to continue accreditation with the National Commission on Correctional Health Care.
- f. Provide individually sealed medicines, if possible, in a blister pack medication card or other form of appropriate storage and dispensing system, labeled as follows: 1. Drug Outlet-name and address; 2. Serial Number; 3. Date ordered and expiration date; 4. Drug name and strength; 5. Practitioners' name; 6. Patients name; 7. Directions for use.
- g. Provide an emergency medication box with the contents determined by the pharmacy, nursing, and medical director.
- h. Deliver prescriptions by next day service or same day delivery paid by the pharmacist. All prescriptions must be delivered to 3075 North Main Street in Spanish Fork, Utah 84660.

- i. Provide Security Center's Health Services with a summary sheet of each delivery detailing all items being shipped and the price of each individual prescription with each shipment.
- j. Provide a toll-free number for fax and phone if long distance.
- k. Provide medication carts sufficient for the needs of the facility, maintaining these carts, and keeping them in good working condition.
- l. Use a computerized system to keep track of all inmate files regarding prescriptions etc.
- m. Provide a consultant pharmacist, who will do an on-site review quarterly to determine total compliance with all state and federal regulations.
- n. Provide a clinical pharmacist for consultation 24 hours a day.
- o. Provide periodic audits of the pharmacy operations at the facility.
- p. Update procedures when necessary to the Jail's specifications.
- q. Provide start-up orientation for the nursing and medical staff at the facility. This includes education programs on the regulations and procedures etc.
- r. Assume all liability and responsibility in connection with the dispensing of prescription items.
- s. Provide a back-up pharmacist in case of inadequate supply.
- t. Contract with a local pharmacist for same day, emergency delivery seven days a week.
- u. Provide an electronic pharmaceutical management system that will integrate with the facility's Electronic Medical Records for the purpose of lessening the workload on the contract physician and medical staff, lessening the risk of error

during transcription and administration. System is to include point of service electronic documentation and cost management tools in guiding use of generic over name brand medications.

- v. Provide a quarterly review to account for outdated/un-used medications, with full or partial credit for returns.
- w. Possess and maintain in effect all licences required to dispense prescription medication in the state of Utah.
- x. Credit COUNTY for unused medications that are returned to PROVIDER in the original blister card container as follows: ____% credit for full cards; ____% credit for partial cards.
- y. Comply with PROVIDER'S representations contained in PROVIDER'S Detailed Information Response Form which is incorporated herein by this reference.

SECTION TWO

COMPENSATION

A. In exchange for services listed in Section One, COUNTY will pay PROVIDER the following:

No additional dispensing fees, shipping fees, packaging fees or any other fees will be charged to County for any of the services provided by PROVIDER pursuant to this agreement.

B. COUNTY will pay PROVIDER in accordance with the agreed upon amounts as bills are submitted by PROVIDER and upon the Utah County Security Center health services supervisor verification and approval of bills submitted.

SECTION THREE

INDEPENDENT CONTRACTOR

PROVIDER states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this AGREEMENT. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with PROVIDER. PROVIDER is not to be considered an agent or employee of Utah County for any purpose, and the employees of PROVIDER are not entitled to any of the benefits that Utah County provides for County's employees. It is further understood that PROVIDER is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with Utah County.

Both parties agree that PROVIDER shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, PROVIDER shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

SECTION FOUR

INDEMNIFICATION

Except to the extent arising out of the acts or omissions of COUNTY, the PROVIDER agrees

to jointly and severally defend, indemnify, and hold the COUNTY harmless from any and all liability whatsoever, which may arise from the PROVIDER'S performance or provision of services in accordance with this Agreement or from the PROVIDER'S failure to perform its obligations under this Agreement. This obligation to indemnify shall include reasonable attorney's fees and all other reasonable costs which may arise from PROVIDER'S actions.

SECTION FIVE

INSURANCE

The PROVIDER agrees to carry professional malpractice insurance coverage equal to or greater than \$2,200,000 per occurrence, and \$250,000 for property damage in any one occurrence, or as modified by the risk manager pursuant to state statute(UCA 63G-7-604) during the term of this contract. This coverage shall provide malpractice insurance to cover the activities of PROVIDER and PROVIDER's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder.** The PROVIDER shall maintain the insurance in full force and effect, coverage equal to or greater than the above stated amounts for the duration of this Agreement. The PROVIDER shall submit a certificate of insurance to Utah County naming Utah County as a certificate holder in the minimum amounts indicted above before beginning work. Said coverage shall insure COUNTY against any and all liability to COUNTY which may arise from the actions or omissions of PROVIDER or its employees or agents.

SECTION SIX

SUPERVISION AND INSPECTION

In the performance of the work herein contemplated, PROVIDER has the authority to control the services and treatment rendered.

SECTION SEVEN

DURATION

A. This Agreement shall commence on the signature of all parties to this Agreement until December 31, 2010. Either party may terminate this Agreement without cause by giving written notice to the other party ninety (90) days prior to termination.

B. This Agreement shall automatically renew for three further one year periods unless otherwise indicated in writing by either party ninety (90) days prior to the termination date.

C. In the event of termination, all financial obligations paid in advance by either party shall be adjusted on a per diem basis as of such termination date. Any notice and other communications given pursuant to the provisions of this paragraph shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, to the other party to this Agreement.

SECTION EIGHT

NOTICES

Any notice, demand, request or any other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail, postage prepaid, addressed to the appropriate party.

SECTION NINE

GENERAL COVENANTS

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The paragraph and section headings contained in this Agreement are for convenience only, and do not constitute a part of the provisions hereof.

This Agreement contains the entire Agreement between the parties and cannot be modified or amended except by written agreement signed by both parties.

This agreement shall be governed by and construed under the laws of the State of Utah. In the event of a dispute arising in any manner under this agreement, PROVIDER agrees that said dispute will be resolved in the courts of the state of Utah and that jurisdiction and venue for any said dispute shall be in Utah. In the event PROVIDER for any reason does not submit to the jurisdiction and venue of any said dispute in Utah, PROVIDER shall pay COUNTY all expenses incurred by COUNTY as a result thereof, including attorneys fees, travel, per diem and lodging for County's employees, agents, and witnesses incurred in defending the dispute.

This Agreement shall be binding upon and inure to the benefit of PROVIDER'S successors in interest but may not be assigned by PROVIDER without COUNTY's prior written consent.

In the event of any inconsistency or conflict between PROVIDER's Detailed Information Response Form and this Agreement, this Agreement shall govern.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Steve White, Chairman

ATTEST:
BRYAN E. THOMPSON
County Auditor/Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JEFFREY R. BUHMAN
Utah County Attorney

By: _____
Deputy County Attorney

PROVIDER:

By: _____

Its: _____