

RFP # BH-2018-01

ADDENDUM 2

Responses to Vendor Questions Received as of 01/16/2018 (and some of the questions received on 1/18/2018)

Medical

1. Please provide the current and prior fiscal year trend in cost of inpatient and outpatient services paid by the County and deductions from the current contractor's invoices. **Please refer to Attachment A1-7 for available information.**
2. (Attachment A1-5, Emergency/Urgent Transport) indicates an average of 36 Hepatitis C cases during fiscal year 2017 and an average of 1 per month treated.
 - Please provide the medications used for these treatments and the associated costs per treatment. **The only information the County has is in the Pharmacy report included in Addendum 1.**
 - Does the County anticipate an increase in the number of treatments and/or a change in the current treatment protocol for Hepatitis C? **The current vendor bases their treatment protocol for Hep C on that of the Federal Bureau of Prison guidelines, with modifications made for jails. They state that they do not want to start Hep C treatment unless the patient will be in custody for at least six months. This requirement alone eliminates the vast majority of inmates in our jail.**
 - This attachment indicates treatments for Hepatitis C in April, May, and June of 2017. However, Attachment A1-6 shows no medication costs for Hepatitis C in those months. Could the County please explain the nature of these treatments? **We do not have this information.**
3. Please provide the costs associated with the off-site hospital trips/visits listed on this attachment, including:
 - Offsite radiology (CT, MRI, Mammogram)
 - Outpatient hospital visits
 - Outpatient specialty provider visits
 - Hospital emergency room visits
 - Inpatient hospital admissions. **Please refer to Attachment A1-7 for available information.**
4. Regarding Emergency / Urgent Transport:
 - a. Is the medical services Contractor responsible for the cost of emergency ambulance trips? **Yes, unless the inmate has existing health insurance which can cover the transport.**
 - b. Does the medical services Contractor bear any of the cost of transports using the PCSD Van? **No.**
 - c. Please provide the FY2017 costs to the Contractor associated with these emergency/urgent transports. **In 2017, the average billed charges for an emergent transport from the PCADC was \$1,2456.05.**
5. Please provide, for the current and prior year, the detailed offsite services claims file and a cost summary by category of claims paid for these periods. **Please refer to Attachment A1-7 for available information.**

6. Please provide, for the current and prior years, the number of offsite services episodes exceeding \$25,000 and the amount that each exceeded the \$25,000 cap. **Please refer to #113 in Addendum #1 of the RFP.**

Behavioral Health

7. In PCJDC Scope of Services Section 5: Medical and Mental Health Assessments, the RFP states that "All youth must receive a mental health assessment within 24 hours from the time of admission, or, in the case of weekends, holidays or emergencies, within 72 hours of being admitted to the facility." Attachment A2-5, PCJDC Statistical Data Report, includes information for "7-day Behavioral Health Evaluations." Please clarify when behavioral health evaluations are to be completed for youth received at PCJDC? Is it within 24 hours or 7 days? **These are two different things. The assessment is due within 24 hours or 72 hours in the event of a weekend/holiday. The A2-5 is a statistical report, not a contractual requirement within the scope. The statistical report is simply showing the number of assessments completed within 7 days for each month. This is used for tracking not as part of contract obligations.**
8. In Section 10.1, General Behavioral Health Services, the RFP states, "CONTRACTOR will work with detention to provide a positive structured group process for youth in each housing unit (6 housing units). In addition to any groups offered by the COURT or detention staff, CONTRACTOR will provide three one-hour sessions per week, in the evenings and/or weekends, to discuss topics of youth's interest..." However, in Attachment A2-5, PCJDC Statistical Data Report, the data indicates that the number of groups conducted each month was 5.2 on average (July 2016 to June 2017). Can you please confirm that the contractor will be required to conduct 3 one-hour sessions, held on each of the 6 housing units for a total of at least 18 groups per week? **No. We are not requiring 18 groups/week and we are not requiring groups to occur physically in each individual unit. The requirement is that each youth receive a total of 3 one hour groups/week. That can be done however the vendor chooses to structure it. They need to make the group available 3x/week in a way that accommodates all youths from all units.**
9. What is the average census and length of stay for patients on the Acute Mental Health Unit (1S, Main East)? **The average census is between 35-40. We do not track the average length of stay.**
10. What is the average census and length of stay for patients on the Step Down Mental Health Unit (4B, Main Tower)? **The average census is 40. We do not track the average length of stay.**

Pharmacy

11. Please provide the current pharmacy contractor name and expiration date of contract. **The current pharmacy provider is Correct Rx. The contract is between the current healthcare provider and the pharmacy provider. Pima County does not have a copy of their contract.**
12. For the current and prior fiscal year, please provide the top 100 medications in cost and number of prescriptions. **Please refer to Attachment 3 of Addendum 1 for the top 50.**
13. The cost in the "Other" category of medications increased significantly in May 2017 (\$58K – approximately 1/3 of total May costs) and June (\$20K) over the previous months'

average cost. Could the County provide details on the medications causing this significant increase? Please refer to Attachment 3 of Addendum 1 for more details on the Pharmacy. We do not interpret this as a trend. The information in Attachment A1-6 is on page 6 of Attachment 3, Addendum 1, the Pharmacy Report. You will need to blow it up to about 400% to read it. There are several categories summarized in the "Other" Category that are further broken down in the detailed pharmacy report.

14. Please provide, for the current and prior years, the number of pharmacy treatment episodes exceeding the \$25,000 cap, the medications involved in each episode, and the amount exceeding the cap for each episode. Please refer to #112 in Addendum #1 to the RFP.
15. Attachment A1-6 (PCADC Pharmacy Data for July 2016 – June 2017) on pages 134-135 of the RFP lists an Average Cost per Detention Day of \$2.77 in July 2016 and an Average Cost per Detention Day of \$5.58 by June 2017, indicating that pharmacy costs doubled over that time.
 - What are the reasons that this number doubled over a 12-month period?
 - As Offerors do not have access to actual medication utilization data, should they rely on the \$2.77 or the \$5.58 figure when projecting their pharmacy expenditures?Thank you for this observation. There was a formula error in the Pharmacy Report published with the RFP. Please see Attachment 1 to this Addendum #2 for a corrected report. The average cost per detention day has been revised to \$2.22, with a range of \$1.22 - \$3.36 average per month.
16. Attachment A1-6 (PCADC Pharmacy Data for July 2016 – June 2017) on pages 133-135 of the RFP indicates that the monthly average number of detainees on psychotropic medications was 811. Attachment A1-5 (Statistical Data Report for Healthcare at the PCADC) on page 127-132 of the RFP indicates that Pima County's average daily population was 1,863 during this period. Thus, in Pima County, the percentage of detainees on psychotropic medications is almost 45%, whereas the national average for the percentage of county jail inmates on psychotropic medications is between 18% and 25%. You are comparing apples and oranges. It would be better to compare the number of people booked during a month with the number of individuals on psychotropic medications in that month. Attachment A1-5 of the RFP states that there was an average of 2,637 bookings per month (bookings at the main jail plus those at Ajo). This would be 31% of those booked on psychotropic medications. Please see the Pharmacy Report in Addendum #1 for additional information.
 - Is the current pharmacy vendor providing any level of clinical service or program management in collaboration with the behavioral health care team? If so, what are those services? No, the current pharmacy vendor only provides medications.
 - Please confirm that an Offeror is free to partner with a pharmacy services vendor of their choice and that the Offeror is not required to retain the services of the existing pharmacy vendor. Confirmed.
17. What is your current cutoff time for new orders to be submitted to the pharmacy for shipment? Do you intend to keep this the same? This is the Contractor's decision.
18. Do you currently receive your patient-specific blister cards with each individual bubble of the blister card labeled with the medication's name and strength, lot number, expiration date, and manufacturer's name to allow those medications to be safely reclaimed, and in many states legally returned for credit? The Pharmacy contract is between the Vendor and

the Pharmacy and the County does not have this level of detailed information. The current vendor utilizes a mix of “stock” medications and inmate-specific blister packs.

19. How many medications, or what percentage of medications, are distributed as stock?
Please refer to Attachment 3 of Addendum 1 for available information.

20. Section 8 of the professional services contract included in the RFP states that Contractor will comply with all federal, state, and local laws, rules, regulations, standards, and executive orders. Section 10 of the same contract indicates that Contractors are responsible for the performance of any subcontractors. Section 23 of the Pima County Standard Terms and Conditions provided in the RFP again states that a Contractor will comply with all federal, state, and local laws, rules, regulations, standards and executive orders, without limitation. Section 7.2 under scope of services states that Contractor will comply with Arizona State Board of Pharmacy regulations regarding the acquisition, storing, dispensing, monitoring, and disposal of medications.

During the pre-bid visit and facility tours, a significant amount of first dose and interim stock medications were seen in the medication storage area. Often overlooked is that a pharmacy provider cannot dispense more than 5% of their overall company-wide sales as stock without being registered as a wholesaler in the state of Arizona (Arizona Administrative Code Title 4 – Chapter 23, Board of Pharmacy, R4-23-110 and Pharmacy Act: Title 32 – Chapter 18, Section 32-1981, Definition 7) or using the services of a wholesaler in the state of Arizona to sell and/or distribute wholesale quantities (greater than 5%) of stock medications. Although Offeror compliance with federal and state regulations regarding stock distribution is anticipated and is required by your RFP, compliance cannot be fully assured unless written documentation is provided to your evaluation committee at the time of proposal submittal.

- Will you require Offeror to submit a copy of the license and name of the full service wholesaler in the state of Arizona that they will subcontract within order to meet the stock needs of Pima County? No. However, it is expected that all entities operate within existing law and regulations, as our RFP and contract state.
- Will an Offeror's failure to provide proof of compliance with state and federal regulations at the time of proposal submittal, specifically this requirement, deem that Offeror as non-responsive and therefore ineligible for an award? No. The only things that will make an Offeror be considered to be non-responsive is a failure to meet the Minimum Requirements. Again, all entities are expected to operate according to existing law.
- If not, what process will Pima County follow prior to awarding a contract to ensure compliance with federal and state laws regarding stock distribution so that a contract is not awarded to a vendor that is later discovered to be unable to comply, which would place your facilities at risk for possible fines and disciplinary action by the Board of Pharmacy when inspected? By signing an eventual contract, the provider will affirm their intent to, and capability of, abiding by all existing laws.
- Please provide the name of the current Arizona licensed full service wholesaler providing stock medications to Pima County so an Offeror may reach out to them in order to procure their services. This information has already been provided.

21. Section 8 of the professional services contract included in the RFP states that Contractor will comply with all federal, state, and local laws, rules, regulations, standards, and executive orders. Section 10 of the same contract indicates that Contractors are responsible for the performance of any subcontractors. Section 23 of the Pima County

Standard Terms and Conditions provided in the RFP again states that a Contractor will comply with all federal, state, and local laws, rules, regulations, standards and executive orders, without limitation. Section 7.2 under scope of services states that Contractor will comply with Arizona State Board of Pharmacy regulations regarding the acquisition, storing, dispensing, monitoring, and disposal of medications.

During the pre-bid visit and facility tours, a significant amount of first dose and interim stock medications were seen in the medication storage area that are distributed in 30-count blister cards. A pharmacy or a wholesaler cannot simply put those medications in a card and label them as stock and still be in full Arizona Board of Pharmacy regulatory compliance. A company must be an FDA-registered repackager or use the services of an FDA-registered repackager to legally repackage stock medications into blister cards or into any other packaging that results in a change to the original manufacturer's packaging if those repackaged cards are being sold to your facility (Arizona Administrative Code Title 4 – Chapter 23, Board of Pharmacy, R4-23-607.G.3). Although bidders' compliance with federal and state regulation is anticipated and required by your RFP, compliance cannot be fully assured unless written documentation is provided to your evaluation committee at the time of proposal submittal.

- Will you mandate that Offeror complies with federal and Arizona state regulations and use an FDA-Registered Repackager if stock is sold to your facility in packaging (such as blister cards) that is different than the original manufacturer's packaging? **By signing an eventual contract, the provider will affirm their intent to, and capability of, abiding by all existing laws.**
- Will you require Offeror at the time of proposal submittal to provide evidence such as the FDA Drug Establishment Registration Facility Establishment Identifier of the registered repackager they are utilizing for these services as proof of FDA registration? **No, but by signing an eventual contract, the provider will affirm their intent to, and capability of, abiding by all existing laws.**
- Will an Offeror's failure to provide, at the time of proposal submittal, written documentation to prove that they comply with Arizona state and FDA repackaging regulations regarding the sale of stock medications deem that Offeror non-compliant and therefore ineligible to receive an award? **No. The only things that will make an Offeror be considered to be non-responsive is a failure to meet the Minimum Requirements. Again, all entities are expected to operate according to existing law.**
- If not, what process will you follow prior to awarding a contract to ensure Offeror's compliance with federal and state laws regarding stock repackaging so a contract is not awarded to an Offeror that is later discovered unable to comply, which would place your facility at risk for possible fines and disciplinary actions when inspected by regulatory agencies? **By signing an eventual contract, the provider will affirm their intent to, and capability of, abiding by all existing laws.**
- Please provide the name of the current FDA Registered Repackager providing stock medications to Pima County in 30-count blister cards so an Offeror may reach out to them in order to procure their services. **The current pharmacy provider is Correct Rx. We do not have detailed information on the processes and practices in place between Correct Rx and the current healthcare provider under which they operate according to existing law.**

22. Regarding credit on returned medications, not all pharmacies utilized as a subcontractor apply the same safeguards once medications are returned to them. When a pharmacy reclaims medication for future redispensing (which is standard within the industry where

permitted by law), if each individual bubble of the blister pack originally dispensed is not labeled with the medication's name and strength, lot number, and expiration date, tracking this information for a medication subsequently redispensed to your patients and juveniles (if recalled or expired) would be difficult if not impossible.

- To avert patient safety issues, will you require the subcontracted pharmacy to dispense medications in blister card packaging where each individual bubble of the blister card on medication eligible for reclamation is labeled with the medication's name and strength, lot number, expiration date, and manufacturer's name? **We will require that the subcontracted pharmacy and the healthcare provider operate within existing Federal and state law. Since this is an at-risk contract, the legal practices a vendor chooses to utilize to achieve efficiencies are up to that vendor.**
- Will an Offeror's failure to provide proof of compliance (such as a sample blister card from their proposed pharmacy subcontractor) at the time of proposal submittal deem an Offeror who is unable to ensure inmate safety (in the event of a medication recall) as non-responsive and therefore ineligible for an award? **No. The only things that will make an Offeror be considered to be non-responsive is a failure to meet the Minimum Requirements. Again, all entities are expected to operate according to existing law.**

23. Will all medications be shipped to and received at one central location at the ADC and juvenile facility? Or, will the medications be shipped to and received at multiple units or multiple facilities (for example, Mission)? **That decision is between the Vendor and their selected Pharmacy.**

24. Do you currently receive inspections of the medication areas at your facilities? If so, how frequently? **Yes. Every three months**

Electronic Medical Record / Information Systems

25. Does the County have IT security requirements or IT security policies that EHR needs to fulfill or adhere to? **PCADC is trying to get this answer from their IT department but we did not want to hold up publication of this Addendum for this answer. We will include it in Addendum #3.**

26. How many users will be accessing EHR, including Dentists and Mental Health staff? **The primary users of the EHR are Contractor staff. Other than that, fewer than 10 County staff would require access.**

27. What is the current monthly or annual cost of the CorEMR electronic medical record system, including licensing and support costs? **We do not have this information.**

28. Is the licensing per named user or per concurrent user? **We do not have this information.**

29. Does the County have a provision in the current medical services contract to keep the existing electronic health record (EHR) in place and supported for 6-9 months to allow for transition to a new EHR? **No. Section 13 of the RFP Scope of Services is very similar to the current contract (which you can also look up per the instructions provided in Addendum #1 to this RFP). The Contractor is required to turn all data over to the County and to work cooperatively to ensure data from the existing EHR is transferred to the new EHR (if applicable). CorEMR is a separate entity from the current healthcare provider. We imagine that they would be willing to sign a short-term support contract with the new healthcare provider if necessary.**

30. Are there currently any enhancements requested or desired for the current CorEMR system? **The County is not requiring the use of CorEMR.**
31. Are there any features / capabilities not currently in the current CorEMR system that the County would like to have? **Alphabetical listing of query elements and greater capacity for querying would be desirable.**
32. Does the current staff have adequate training on CorEMR or is there a need for additional training in new contract? **County staff have adequate training on CorEMR. If a new system is brought in, County staff would like to be included in the training provided.**
33. Is there a singular CorEMR system being used in both the adult and juvenile facilities? **It is the same system but PCJDC cannot be accessed remotely. One must be onsite to access CorEMR for PCJDC records. PCADC records can be accessed remotely.**
34. Are there any reports that the current CorEMR system cannot generate that are required or would be helpful to implement? **It is helpful to the Vendor if the information required for the performance audits and statistical data reports can be easily obtained from the EHR, such as a monthly list of detainees by booking date and fourteen day physical date.**
35. Does the current EHR contract with CorEMR have a provision which allows the contract to transfer from the current contractor to a new contractor or to the County for a smooth EHR ownership transition? **Please see response to question #29 above.**
36. Please clarify where the CorEMR is hosted. **CorEMR is hosted by the current healthcare vendor on a dedicated server within a subnet of the Pima County Sheriff Department network.**
37. What version of CorEMR is currently being used? **Version 5.3.0.**
38. For med passes, do the medical staff use the electronic medical administration record (eMAR) in CorEMR or do they use the pharmacy vendor's eMAR? **The CorEMR eMAR is being used.**
39. Does the CorEMR system have a dental module? If not, is that something that the County needs? **CorEMR has a dental tab in Sick Call Request and there are some dental forms in the system.**
40. Is radiology integrated into the CorEMR system? If not, is that something that the County needs? **Currently, it is not. X-ray results are scanned into the documents tab. The County has no preference.**
41. Does the CorEMR system have inmate photos from the jail management system? If not, is that something that the County would like to see implemented? **CorEMR does not include photos. The County has no preference.**

Infrastructure and Inventory

42. In order to obtain Internet Service Provider (ISP) estimates, please provide the physical mailing address of where the domain-based message authentication reporting and conformance system (DMARC) will be located. PCADC is trying to get this answer from their IT department but we did not want to hold up publication of this Addendum for this answer. We will include it in Addendum #3.
43. Are there any current issues with network reliability, speed and computer issues? PCADC reports that there are no issues.
44. Please provide the current internet service provider name. PCADC is trying to get this answer from their IT department but we did not want to hold up publication of this Addendum for this answer. We will include it in Addendum #3.
45. What is the current monthly cost of the internet circuits used by the medical services team? PCADC is trying to get this answer from their IT department but we did not want to hold up publication of this Addendum for this answer. We will include it in Addendum #3.
46. Who owns the current clinic computers and provides the domain/login accounts? The current healthcare provider owns and controls the computers. The current healthcare provider controls login accounts for EHR. The Sheriff's Department controls login accounts for Sheriff accounts such as Spillman and the Sheriff's domain.
47. Is the contractor expected to provide clinic computers and additional network connections upon beginning of services in new contract? (including installation, etc.) Yes for providing clinic computers. The Sheriff's IT will collaborate if you need additional network connections.

Census

48. The inmate population in Attachment A1-1 is projected to increase significantly in the next several years. Is the County still projecting that the inmate population will increase according to this schedule? Please use the range 1,800 – 2,000 for your proposal. Contained within the eventual contract will be triggers for amending the contract if the census increases or decreases beyond certain levels.

RFP and Contract Process

49. For Appendix II, Minimum Qualifications Verification Form, shall the contractor list the qualifications directly into the form or provide responses on attached referenced pages? Please provide answers on the form provided and reference on the form any attachments that provide supporting documentation. For example, for MQ #1, you would fill out your name, circle "Yes" if you comply with that requirement, and then list on the lines the documents that demonstrate that you meet the qualification (in this case, corporate registration, a certificate of good standing, etc.)
50. Under requirement #79 (of the Questionnaire in Appendix VI), the RFP requires samples under company experience. Please clarify the type of samples to be submitted. You could include a summary of services provided at similar locations, brochures, testimonials or achievements that are relevant to the services being requested in the RFP.

51. Will the County be awarding a singular or multiple contractors for the services described in this RFP? **The County will be awarding a singular contract to provide all of the services included in the RFP. The selected Contractor may in turn contract for some of the services but will be held accountable for the work of their sub-contractors.**
52. In the RFP, requirement #11, #39 and #40 reference Attachments A1-19 and A1-20. The RFP does not contain those Attachments. Please clarify or provide attachments. **Please accept our apologies. The questionnaire was adapted from the previous RFP five years ago and we clearly did not catch all of the changes that needed to be made. In question #11, the reference to Attachment A1-19 should be changed to Attachment A1-18, Standards and Recommendations for Communicable Disease. In question #39, the reference should be to Attachment A1-10, Sample Performance Indicators – PCADC. In question #40, the reference should be to Attachment A1-12, Sample Required Reports and Reporting Schedule – PCADC.**
53. In the RFP, requirement #72 references Attachment A2-11. We believe the intent may have been Attachment A2-7. Please clarify. **Confirmed. This question refers to the Sample Performance Indicators in Attachment A2-7.** In the RFP, requirement #73 references Attachment A2-12. We believe the intent may have been Attachment A2-8. Please clarify. **Question #73 refers to the required reports in Attachment A2-9, Sample Required Reports and Reporting Schedule – PCJDC.**
54. Could you please clarify the following: What address are we supposed to submit our proposals? Page 1 of the RFP says, “Submit Proposal to: Pima County Behavioral Health, 3950 S. Country Club Rd., Suite #300, Tucson, Arizona 85714”. Page 2 of RFP says, “Mail/deliver proposals to the following address: Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701. If not delivering the proposal in person, Fed-Ex is recommended. **Page 1 is correct and Page 2 is not. We adapted Procurement’s standard template but this procurement is being conducted by the Behavioral Health department. Nevertheless, it is recommended that you use FedEx if not delivering the proposal in person.**
- a. Please identify the mailing address for Federal Express delivery. **Pima County Behavioral Health, 3950 S. Country Club Rd., Suite #300, Tucson, AZ 85714.**
- b. Please provide an addressee name and phone number for Federal Express delivery purposes. **Attn: Sharon Grant, 520-724-7842**
55. Will there be an opportunity to ask more questions, for clarification purposes, in the event responses to submitted questions are unclear? **Yes. Questions will be accepted until January 26, 2018.**
56. Appendix II: Minimum Qualifications Verification; MQ#3 (p.15). Item 5: “Provide current Standard and Poor’s, Fitch Group and/or Moody’s Investor Service bond rating **(if applicable)**. Bond rating must be B, AA or better in order for proposal to be deemed responsive.” Please clarify that this requirement for a Bond rating is intended for a public company only. **Correct – see highlight above.**
57. Appendix II: Minimum Qualifications Verification; MQ#3 (p.15). The Compliance with MQ 3 section states: “...the document contained herein that demonstrates your firm satisfied Minimum Qualification #4. Please clarify that this should be Minimum Qualification #3.

Yes, you are correct. Another update needed from the 2012 RFP that escaped our attention.

58. Appendix IV: Client Listing Form (p.19). Will the County accept an established client list that includes all required information in lieu of retyping the template form with this information? As a large company our client list includes approximately 300 entries. Yes, as long the required information is provided.
59. 5. Appendix V: Litigation and Judgments (p.20). Will the County accept a PDF of the litigation list that includes all required information in lieu of retyping the template form with this information? Yes, as long the required information is provided.