

# Request For Proposal

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MENTAL HEALTH AND MENTAL RETARDATION  
AUTHORITY OF HARRIS COUNTY

## Pharmacy Drug Dispensing Services

**APRIL 2010**

PROJECT #: 10/0025

**MHMRA of Harris County  
Purchasing Department  
7011 Southwest Freeway  
Houston, Texas 77074**

## INVITATION TO INTERESTED PHARMACY PROVIDERS

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is seeking pharmacy providers qualified and capable of providing *Drug Dispensing Services within Harris County*. *The successful company will be expected to provide pharmacy services to MHMRA's consumer population who are not able to avail themselves of MHMRA's in-house pharmacies and provide services which are outside the scope of the services provided by MHMRA's in-house pharmacy. It is the intention of MHMRA to contract with either a number of pharmacies located throughout the county or with a pharmacy or pharmacies with multiple outlets throughout the county.*

Mental Health Mental Retardation Authority of Harris County invites your company to respond to this (RFP) Request for Proposal invitation. If you are interested in participating in this request, please adhere to the *General Instructions, Deadlines and Requirements* as outlined in the enclosed Request for Proposal document.

Providers shall pay particular attention to all *INSTRUCTIONS, REQUIREMENTS and DEADLINES* indicated in the attached documents and should govern themselves accordingly.

*In regards to the "Notice Not To Participate" form (See Attachment E), we ask that the prospective provider(s) who respond to this Request for Proposal invitation whether they can or cannot provide the service(s) outline in this RFP complete this form. Providers who respond to this RFP invitation will remain on our mailing list. Providers making no response may be removed from our mailing list for future projects.*

In accepting responses to this RFP, MHMRA reserves the right to reject any and all responses to this RFP, and to waive any requirements in order to take the action, which it deems to be in the best interest of MHMRA.

We greatly appreciate your efforts and look forward to reviewing your submission.

*Nina M. Cook*

Nina M. Cook, MBA, CPPB  
Purchasing Manager  
MHMRA, Harris County

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## **SECTION I            OVERVIEW**

### **BACKGROUND AND OBJECTIVES**

The Mental Health Mental Retardation Authority of Harris County (MHMRA) is a Community Center in Houston, Harris County, Texas providing Behavioral Health Services to approximately twenty-five (25) to (30) thirty thousand Harris County residents each year.

The Mental Health Mental Retardation Authority of Harris County (MHMRA) invites interested and qualified pharmacy providers to respond to this RFP for the provision of **PHARMACY DRUG DISPENSING SERVICES** to individuals with disabilities throughout Harris County. The Mental Health Mental Retardation Authority of Harris County, (MHMRA) is dedicated to assisting Harris County residents who are diagnosed with mental disabilities to reach their potential and attain their rightful place as contributing members of our community.

MHMRA is the largest community based provider of clinical services to mental health and mental retarded consumers in the United States. It maintains operations at over 25 facilities throughout all parts of Harris County and operates on an annual budget in excess of \$177 million. The Agency has fixed pricing budgets and all pricing quoted/proposed should remain fixed for the duration of the contract. Our goal is to employ best practices and cost effectiveness.

MHMRA is seeking to contract with a pharmacy(s) qualified to provide pharmacy dispensing services to consumers throughout various locations in Harris County with inclusive of Medicare Part D. The awarded provider will be required to be a Medicare Part D provider, and will fill prescriptions for consumers with disabilities. Provider of services will bill MHMRA for consumer co-pays, premiums, and deductibles. The successful provider must be able to respond to our needs quickly and effectively while ensuring accurate documentation and communication integrity.

The contract period is anticipated to begin after the MHMRA Board has approved the submitted recommendation(s). At the discretion of MHMRA, the provider(s) selected for the provision of service(s) outlined in this Request for Proposal (RFP) will be considered for subsequent contract renewals based upon satisfactory performance and service.

**SECTION II**            **(RFP) TIME LINE OF EVENTS**

<b>Release of RFP to Prospective Providers of Service</b>	<b>Monday, May 17, 2010</b>
<b>RFP Question &amp; Answer Period:</b>	
<i>Receive Questions From Prospective Providers</i>	Tuesday, June 1, 2010 <b>by 4:30 P.M.</b>
<i>Response From MHMRA's Project Team</i>	Thursday, June 3, 2010 <b>by 4:30 P.M.</b>
<b>RFP Deadline (Original and Copies Submitted)</b>	<b>Thursday, June 10, 2010</b> <b>by 10:00 A.M.</b>
<b>Anticipated Award Date:</b>	Contingent upon Board Approval

## **SECTION III            GENERAL INSTRUCTIONS**

### **A.    Request for Proposal Format and Due Date:**

No formal application document is being provided by MHMRA of Harris County but interested providers of services will be expected to timely submit a response by the due date indicated above.

### **B.    Questions**

**Deadline for FINAL Questions from Providers:**    Tuesday, June 1, 2010, by Close of business 4:30 P.M.

**Deadline for Response to FINAL Questions:**        Thursday, June 3, 2010, by Close of business 4:30 P.M.

All questions concerning the RFP specifications must be submitted in writing and faxed to the following team members or emailed to Sharon Brauner:

**Sharon Brauner, C.P.M., A.P.P.**  
Office: (713) 970 - 7279  
Buyer III, Senior Purchasing Coordinator

**Nina M. Cook, MBA, CPPB**  
Office: (713) 970 - 7287  
Purchasing Manager

MHMRA Purchasing Department  
Fax:        (713) 970 - 7682  
Email: [sharon.brauner@mhmraharris.org](mailto:sharon.brauner@mhmraharris.org) cc: [nina.cook@mhmraharris.org](mailto:nina.cook@mhmraharris.org)

### **C.    Submittal Procedure**

RFP response(s), subject to all conditions and specifications attached hereto, must be signed in INK by a person or officer of the company submitting the RFP response that is authorized to enter into contractual agreements on behalf of the company. RFP Responses *received unsigned will be deemed non-responsive and will not be accepted.*

Deadline to submit a response to this RFP is **Thursday, June 10, 2010, by 10:00 a.m.** Original documents must be signed in ink with five (5) additional photocopies and an electronic copy (CD-ROM or Floppy) should be submitted in a **SEALED ENVELOPE marked and delivered as follows:**

#### **Delivered to the attention of:**

MHMRA of Harris County  
Purchasing Department, First Floor  
**Attn: Sharon Brauner, Buyer III**  
7011 Southwest Freeway,  
Houston, Texas 77074

**“RFP FOR PHARMACY DRUG DISPENSING SERVICES”**  
**“DO NOT OPEN UNTIL Thursday, June 10, 2010 at 10:00 AM”**

No response to this RFP will be accepted after the stated deadline.

Respondents may mail, email or personally deliver their response to this RFP to the Purchasing Department of MHMRA at the above address. MHMRA will not be responsible for any documents(s) that is (are) lost in the mail

or not delivered to the Purchasing Department by the stated deadline for any reason. RFP responses shall include all documentation as requested in the Request for Proposal document.

**Hard Copy Submission**

Five (5) individually bound copies of the companys response are required (1 original and 4 copies) and an electronic copy (CD-ROM). **All responses must be submitted in a SEALED ENVELOPE** with the Request for Proposal project name and recognition date (deadline) clearly marked on the outside. If an overnight delivery services is used, the RFP project name and recognition date must be clearly marked on the outside of the delivery service envelope. **Sealed RFP's must be delivered to the attention of:**

**MHMRA of Harris County**  
Purchasing Department  
Attn: Sharon Brauner, Buyer III  
7011 Southwest Freeway, Houston, Texas 77074

**“DO NOT OPEN UNTIL Thursday, June 10, 2010 at 10:00 AM”**

No Request for Proposal (RFP) documents will be accepted after the stated deadline.

Respondents may mail or personally deliver their RFP Envelope to the Purchasing Office of MHMRA of Harris County at the above address. MHMRA will not be responsible for any document(s) that is (are) lost in the mail or not delivered to the Purchasing Department by the stated deadline for any reason.

Envelope/Package shall include all documentation as requested in the Request for Proposal (RFP) invitation.

**Electronic Submission**

Provider must submit a PDF attachment to an e-mail inclusive of all documentation as requested in this RFP. The e-mail must be received by 10:00 AM (CST) on **Thursday, June 10, 2010**. The PDF must include a **scanned image of the signature page** of this packet signed by an authorized person or officer of the company submitting a response to this RFP who is authorized to enter into contractual agreements on behalf of the company.

*E-mails must bear* the following subject line:

***Response to MHMRA of Harris County- RFP due Thursday, June 10, 2010 by 10:00 A.M.***

All E-mailed submissions ***will be acknowledged by return E-mail.***

***All respondents submitting electronically must retain the original signature pages and make them available to MHMRA of Harris County upon request.***

**Notice NOT TO PARTICIPATE**

We ask that the prospective provider(s) who respond to this Request for Proposal invitation whether they can or cannot provide the service(s) outline in this RFP complete the **Notice Not To Participate** form. ***Providers who respond to this RFP invitation will remain on our mailing list. Providers making no response may be removed from our mailing list for future projects. (See Attachment E)***

## **SECTION IV                    ADDITIONAL REQUIREMENTS**

### **A. Non-Discrimination Policy Statement**

The Mental Health Mental Retardation Authority of Harris County does not discriminate against any individual or Provider with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a Provider because of race, color, religion, sex, national origin, age, disability, or political affiliation.

### **B. Immigration Reform and Control Act Of 1986**

The successful Provider shall provide appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986. Providers are to complete this form and submit with their RFP documents.

### **C. References and Experience**

All interested parties are required to submit with their Proposal a comprehensive list of references. Interested parties are required to provide a minimum of at least two (2) to three (3) local references where interested party has provided services within the last six months. References shall include company name, address, telephone number, fax number, contact person and email address. The interested parties must agree to authorize clients to furnish any information required by MHMRA to verify references provided, and for determining the quality and timeliness of previous work performed.

Provider shall submit with their RFP, documentation of past performance in projects of similar magnitude and resulting customer satisfaction particularly in the areas of professionalism, contract performance, quality of the personnel, responsiveness and flexibility, etc.

### **D. (RFP) Request for Proposal Guarantee/Award Procedure**

It is anticipated that a recommendation for award for this RFP will be made no more than thirty (30) days after the RFP DUE DATE. All interested parties are required to guarantee their fees/pricing as an **irrevocable offer valid for ninety (90) days after the RFP due date**. Mental Health Mental Retardation Authority of Harris County in its sole and absolute discretion shall have the right to make and award for any or all items/services listed in each RFP, shall have the right to reject any and all RFP documents as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest proposed/fee and shall be allowed to accept the total proposed price/fee of any one Provider.

### **E. Financial Information**

Provider must submit a copy of their last AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.

### **F. Payments**

Provider is to submit properly completed invoice(s) to the address specified on the contract. To insure prompt payment, each invoice should indicate purchase order number, description of purchased item, unit and total price, discount terms and include Provider's name and return remittance address.

### **G. Price Adjustments**

Provider will be required to honor their proposed prices for the term of the contract period.

### **H. Historically Under-Utilized Business (HUB)**

This Agency shall make a good faith effort to utilize Historically Underutilized Businesses (HUB'S) in contracts for construction, services, (including professional and consulting services), and commodities. Please submit proof of Historically Underutilized Business "HUB" state certificate.

### **I. Minority / Women and /or Disadvantaged Business**

This Agency shall make a good faith effort to utilize Minority/Women and/or Disadvantaged Businesses (M/W/DBE's) in contracts for construction, services, (including professional and consulting services), and commodities. Please submit proof of City of Houston M/W/DBE certificate.

### **J. Direct or Indirect Assignment**

The successful Provider will not be permitted to directly or indirectly assign rights and duties under the contract without express approval by MHMRA.

### **K. FORM W-9**

Providers are to complete Form W-9 and submit with their response to this RFP documents. (See Attachment F)

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## **SECTION V RFP STIPULATIONS AND REQUIREMENTS**

### **A. Modification or Withdrawal**

RFP document may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered.

### **B. Offer and Acceptance Period**

RFP documents must be an irrevocable offer valid for ninety (90) days after the due date.

### **C. Late Submittals**

RFP documents received after the stated deadline shall be deemed late and will not be considered.

### **D. Irregularities**

Except as otherwise stated in this Request for Proposal, evaluation of all RFP's will be based solely upon information contained in the Provider's response to this RFP. MHMRA shall not be held responsible for errors, omissions or oversights in any Provider's response to this RFP. MHMRA may waive technical irregularities, which do not alter the price or quality of the services.

MHMRA shall have the right to reject RFP's containing a statement, representation, warranty or certification which is determined by MHMRA and its counsel to be materially false, incorrect, misleading or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any RFP response.

The inability of a Provider to provide one or more of the required components or specified features or capabilities required by this RFP does not, in and of itself, preclude acceptance by MHMRA of the RFP response. All responses to this RFP will be evaluated as a whole in the best interest of MHMRA.

### **E. Oral Presentations**

Any Provider that submits a RFP in response to this request may be required to make an oral presentation for further clarification upon MHMRA's request.

### **F. Amendments**

If it becomes necessary to revise any part of this Request for Proposal (RFP) package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each Provider via faxed amendment or e-mail.

### **G. Availability**

After opening, each RFP, except those portions for which a Provider has included a written request for confidentially (e.g., proprietary information), shall be open to public inspection.

### **H. Retention of RFPs**

All responses received to this RFP and considered by MHMRA, shall become the property of MHMRA and shall not be returned.

**I. Notice “Not To Participate” Form**

We ask that the prospective provider(s) who respond to this Request for Proposal invitation whether they can or cannot provide products, supplies and/or service(s) outline in this RFP complete the Notice Not To Participate form. *Providers who respond to this RFP invitation will remain on our mailing list. Providers making no response may be removed from our mailing list for future projects.* (See Attachment E)

**J. Incurred Expenses**

MHMRA shall not be responsible for expenses incurred by a Provider in the preparation and submission of a response to this RFP. This provision also includes any costs involved in providing an oral presentation of the Request for Proposal (RFP).

**K. Local Office**

The successful Provider will be required to have a local Houston area office. Preference will be given to Providers with offices, which have been established and operational, long before this Request for Proposal (RFP).

**L. Locations**

MHMRA has various locations throughout Harris County. The successful Provider should have a minimum of at least five (5) stores within the Harris County area.

**M. Subcontractors**

All provisions and/or stipulations within this Request for Proposal (RFP) also apply to any authorized subcontractors.

**N. Term of Contract**

The contract period is anticipated to begin on September 1, 2010 for a one (1) year base period with four (4) one-year renewal options at the sole discretion of MHMRA based upon satisfactory performance, which will be reviewed on an annual basis. The contract shall commence with a tentative commencement date, and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein through August 2015.

**O. Pricing (Fees, Discounts and Billing Practices)**

Each Provider shall provide responses to “RFP Reply Page regarding any fees and billing practices, total pricing and or fees and delivery applicable for the provision of required services (Dispensing fee/cost for Prescription Name Brand Drugs, Generic Drugs and Schedule II Drugs). Provider shall provide a breakdown on any additional fees/cost associated for the provision of services in this Request for Proposal (RFP).

**P. Licensure**

The Provider shall submit, with their RFP, a copy of any license(s), certification(s), registration(s), permit(s), etc. as required by authorities having jurisdiction: Local, state, county, and/or federal.

**Q. Conflict of Interest Provision**

The Health and Human Services Commission organizational conflict of interest provision is applicable, in that vendors who develop of draft specifications, requirements, statements of work and/or RFP for a proposed procurement shall be excluded from Proposal or submitting a proposal to compete for the award of such procurement. (HHSC Uniform Contract Terms & Conditions Version 1.3).

## **R. Deviation Form**

Each Proposal shall contain a Deviation Form, which states the perspective Provider's commitment to the provisions of this Request for Proposal. An individual authorized to execute contracts shall sign the Deviation form. Any exceptions taken to the terms and conditions identified in this Proposal Package including the sample contract must be expressly stated in the Deviation Form. (*See Attachment D*)

## **SECTION VI            INSURANCE REQUIREMENTS**

### **A.            Policies, Coverages, and Endorsements.**

Contractor agrees to maintain the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.

1-	Commercial General Liability	
	General Aggregate	\$2,000,000
	Each Occurrence	\$1,000,000
2 -	Professional Liability	
	General Aggregate	\$1,000,000
	Each Occurrence	\$500,000
3 -	Workers' Compensation & Employers' Liability if applicable	
	Medical & Indemnity	Statutory Requirements
	Bodily Injury by Accident	\$500,000 Each Accident
	Bodily Injury by Disease	\$500,000 Each Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
	Employers liability	\$500,000
4 -	Automobile Liability if applicable	
	Including hired and non-owned Automobiles	\$2,000,000 Combined Single Limit
5-	Medical Malpractice if applicable	
	General Aggregate	\$3,000,000
	Each Occurrence	\$1,000,000

### **B.            Insured Parties**

All Policies shall contain a provision naming the Agency (and its officers, agents and employees) as **Additional Insured parties on the original policy** and all renewals or replacements during the term of this Agreement.

### **C.            Subrogation**

All Policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents or employees.

**D. Proof of Insurance**

The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as an **Additional Insured party and the Certificate Holder** and which should be furnished to the Agency prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this Agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

**E. Cancellation**

New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. *Contractor shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.*

**F. Indemnification**

To the extent permitted under the Constitution and the laws of the State of Texas, Contractor hereby agrees to indemnify and hold harmless the Agency and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any acts or negligence of Contractor or Contractor's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

## **SECTION VII            SPECIALIZED SERVICES TO BE PERFORMED**

### **Scope of Services:**

Provider will fill prescriptions accurately using courteous service. For those MHMRA consumers with Medicare Part D, Provider will bill the consumer's Part D plan primarily and MHMRA of Harris County will pay co-pays, deductibles and donut hole expenses associated with prescriptions. Provider's pharmacy will only fill prescriptions designated with a stamp "only" indicating that MHMRA has committed to paying the expenses for the prescription that the consumer's Part D plan does not pay.

These may include the following:

- ◆ co-pays,
- ◆ deductible, and/or
- ◆ donut hole

### **Specific Needs:**

- Provider must have at least **five (5)** stores within the Harris County area.
- Provider must be willing to bill MHMRA on a 30 day basis with thirty (30) day terms.
- Provider must include the following data on each claim; data/information must be submitted via electronic format:
  - MHMRA Unit #
  - Date Filled
  - Drug name
  - Prescriber full name
  - Member ID
  - Member last name, first name
  - Pharmacy's name or unique identifier
  - Quantity Dispensed
  - Date Claim is being submitted for payment
  - RX number
  - ndc #
  - Days supply
  - Billed amount
  - Medicare Part D Plan that the remainder of the prescription was billed to
  - Amount billed to Medicare Part D
  - Provider must be willing to bill Medicare Part D for part of the Rx and MHMRA for the remainder which may include the co-pay, deductible or donut hole and bill it as "true out of pocket expense" for the client.
  - All of the pharmacies must be opened at least one day on the weekend.
  - Provider is willing to provide services for the following rates:
    - a. \$1.50- \$2.25 Dispensing Fee/Prescription for name brand (AWP – 15% MH & MR)
    - b. \$1.50 - \$2.25 Dispensing Fee/Prescription for generic drugs (HFCA MAC – 20% or AWP – 40% whichever is less) MH only
    - c. \$1.50-\$2.25 Dispensing Fee/Prescription for schedule II drugs (AWP – 15%) MH & MR
    - d. \$0.50 Fee for Blister Packs
- Provider is able to program its' computer system to only allow Rx's to be filled if written by specific physician, for specific drugs/strengths, and for specific groups (designated by number) and specified by the agency.
- Provider should include any additional descriptive literature regarding services offered by your company inclusive of all associated fees and or discounts (**See RFP Reply Page, Section X**).



## **SECTION IX            RFP CONTENTS**

### **Title Page:**

Name of Provider, local address, telephone number, fax number, e-mail address and contact name.

### **Table of Contents:**

#### **All RFP responses must include the following information:**

- Clear identification of information by section and page.
- List of at least two (2) to three (3) references, including contact person, telephone number, fax number and email address.
- Clear identification of all services provided and supporting fee structure as applicable.

#### **RFP Requirements:**

- Provider must provide a brief history of company and ownership, date started business, current total number of employees, and include any special accommodations/services that could be provided.
- Clear identification of pharmacy locations in Harris County and surrounding areas.
- Description of services available under this RFP.
- Must bear the original signature of a principal or authorized officer of the interested party.
- Must be typed.
- Must make provision to meet and comply with all applicable laws and regulatory criteria.
- Interested parties are encouraged to submit along with their response to this RFP any additional descriptive information about their services, which they believe, might be helpful.
- All **Hard Copy** responses to this RFP must be submitted with one original and five (5) copies and an electronic copy (CD-ROM or Floppy), mailed or delivered in a sealed envelope to MHMRA of Harris County. **Electronic Submission:** Provider must submit a PDF attachment to an e-mail inclusive of all documentation as requested in this RFP. The e-mail must be received by 10:00 AM (CST) on Thursday, June 10, 2010. The PDF must include a **scanned image of the signature page** of this packet signed by an authorized person or officer of the company submitting a response to this RFP who is authorized to enter into contractual agreements on behalf of the company.

#### **Additional documents to be submitted:**

- Contractor must submit a copy of their latest AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for at least one year.
- Reference list must be comprehensive – Reference List must be inclusive of contact name, telephone number, fax number and e-mail address. (Local and or Non-local)
- Documentation of experience addressing professionalism, contract performance, quality of personnel, responsiveness and flexibility, etc. to achieve overall customer satisfaction.
- Proof of Insurance
- Submit proof of Historically Underutilized Business “HUB” State Certificate and/or City of Houston M/W/DBE Certificate if applicable. (See Attachment C)
- If your firm is not certified, provide a statement to the effect if you intend to subcontract or affiliate with a certified company and what percentage of work will be given to them.
- Deviation Form (See Attachment D)
- Notice Not To Participate (See Attachment E)
- Complete Form W-9 <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**\*\*PLEASE INCLUDE ANY ADDITIONAL DESCRIPTIVE LITERATURE REGARDING YOUR SERVICES, WHICH MIGHT BE OF ASSISTANCE IN THE DECISION-MAKING PROCESS.\*\***

**SECTION X**                      **REQUEST FOR PROPOSAL RFP REPLY PAGE**  
**PHARMACY DRUG DISPENSING SERVICES**

Submitted by: \_\_\_\_\_

The intent of this Request for Proposal (RFP) is to award a contract to a qualified provider(s)/Provider(s) for the provision of Pharmacy Dispensing Services to MHMRA of Harris County consumer population.

The contract period is anticipated to begin on September 1, 2010 for a one (1) year base period with four (4) one-year renewal options at the sole discretion of MHMRA based upon satisfactory performance, which will be reviewed on an annual basis. The contract shall commence with a tentative commencement date, and shall remain in effect unless terminated, canceled or extended, as otherwise provided herein through August 2015.

*We understand the Fee Schedules for Medicaid Part D are pre-defined by the Part D Plan Provider.*

Please provide and or submit your fee structure (prices/fees/discounts) for the following:

**New Prescriptions:**

\$ \_\_\_\_\_ Dispensing Fee for Name Brand Drugs

\$ \_\_\_\_\_ Dispensing Fee for Generic Drugs

\$ \_\_\_\_\_ Dispensing Fee for Schedule II Drugs

\$ \_\_\_\_\_ Drug Cost for Brand Name Drugs

\$ \_\_\_\_\_ Drug Cost for Generic Drugs

\$ \_\_\_\_\_ Drug Cost for Schedule II Drugs

\$ \_\_\_\_\_ Blister Packs Fee

***Please provide any additional fees your company may have that are not captured on this page.***

**SECTION XI**

**SIGNATURE PAGE**

**REQUEST FOR PROPOSALS  
Pharmacy Dispensing Services**

**MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL SERVICES LISTED IN EACH RESPONSE TO THIS RFP, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL DOCUMENTS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST PRICING/FEE AND SHALL BE ALLOWED TO ACCEPT THE TOTAL RESPONSE TO THIS RFP OF ANY ONE PROVIDER.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Provider's Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Number and Street Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

(\_\_\_\_\_) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

**Responses To This RFP Will NOT Be Accepted If This Page is NOT  
Signed By An Authorized Representative**

**(REQUIRED FOR HARD COPY & ELECTRONIC SUBMISSIONS)**

## **SECTION XII**

## **ATTACHMENTS**

- A. SAMPLE CONTRACT**
- B. MHMRA Outsourced Scripts**
- C. HUB SUBCONTRACTING PLAN  
(Historically Underutilized Business)**
- D. Deviation Form**
- E. Notice Not To Participate Form**
- F. Form W-9, Rev. October 2007, Request for  
Taxpayer Identification Number and Certification  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>**

**ATTACHMENT A**

DRAFT

Contract ID No. \_\_\_\_

**STANDARD SUPPORT SERVICES CONTRACT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ **1, 2010** by and between the **MENTAL HEALTH AND MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY**, at **7011 Southwest Freeway, Houston, Texas 77074**, a community center and an agency of the State of Texas, under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, (the “Agency”) and \_\_\_\_\_ (“Contractor”) with offices at \_\_\_\_\_, **Houston, TX** \_\_\_\_\_ for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

**RECITALS**

WHEREAS, Agency is the state designated mental health and mental retardation community center established to provide, arrange for, and coordinate mental health and mental retardation services for the residents of Harris County, Texas; and

WHEREAS, the Agency desires that Contractor provide **Pharmacy Retail Services** under the terms and conditions set forth in this Agreement;

WHEREAS, each of the parties is committed to the delivery of services in an effective, cost efficient, and quality manner; and

WHEREAS, this Agreement sets forth the terms and conditions evidencing the Agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**I.  
PERSONNEL**

The Agency staff member authorized to approve billing is **Angela Zartler**. The Agency staff member responsible for overseeing this Agreement is **Angela Zartler**.

**II.  
INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES**

1. **Independent Contractor.** The relationship between the Agency and Contractor shall be that of an independent contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Agency and Contractor other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. It is expressly agreed that Contractor and Contractor’s personnel, if any, shall not for any purpose be deemed to be an employee, agent, partner, joint venturer, ostensible or apparent agent, servant or borrowed servant of the Agency. Contractor agrees that he will not hold himself out as an agent of the Agency to any persons.

2. **Professional Judgment.** In the performance of all pursuant to this Agreement, Contractor is at all times acting as an independent contractor engaged in the delivery of a professional service. Contractor and his personnel,

if any, shall employ his own means and methods and exercise his own professional judgment in the performance of services pursuant to this Agreement. The sole concern of the Agency under this Agreement or otherwise is that, irrespective of the means selected, such services shall be provided in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Agency and the applicable federal, state, and local laws, rules and regulations.

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### III. OBLIGATIONS OF CONTRACTOR

1. **Services.** The specialized support services, to be provided by Contractor and the schedule of hours Contractor will deliver such services are set forth in **Exhibit A**. Said schedule and services may be changed only with the mutual consent of the parties.

2. **Agency Approval of Contractor Personnel.** Contractor agrees that any individual or entity selected by him to deliver designated services for Agency, including any and all contractors, are subject to approval by Agency. The services of any individual to whom Contractor delegates the delivery of designated services are the direct responsibility of Contractor, and Contractor agrees to indemnify and hold harmless Agency, its employees, agents, officers, and assigns from any claim or liability arising from the negligent acts or any other acts of Contractor or an individual to whom he delegates the delivery of designated services.

3. **Representations and Warranties.**

(a) Contractor represents and warrants that, at all times during this Agreement, he will comply with all applicable policies of the Agency and all applicable local, state and federal laws, rules and regulations now in effect and that become effective during the term of this Agreement. Contractor further agrees to provide services to the Agency in a manner consistent with applicable professional standards and consistent with standards of reasonable due care.

(b) Contractor agrees to perform his services with decorum and in a manner designed to assist in the efficient operation of the Agency. Contractor agrees to interact with Agency staff in a cooperative manner. The adequacy of the performance of this obligation will be determined at the sole discretion of the Agency.

(c) Contractor represents and warrants that it is not currently an employee of the Agency.

4. **Disclosure.** Contractor declares that (a) neither Contractor nor any of its subcontractors or employees rendering services to an individual pursuant to this Agreement is held in abeyance or barred from the award of a federal or state contract at the time of executing this Agreement; or (b) has been convicted of a criminal act related to any state or federally funded program; and (c) Contractor will give immediate notification to the Agency if such occurs anytime during the term of this Agreement.

5. **Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

6. **Franchise Tax.** If Contractor is a corporation and is or becomes delinquent in the payment of its Texas tax, then payment may be withheld until such delinquency is remedied.

7. **Required Information for Criminal Conviction Checks.**

(a) Contractor shall provide to the Agency proof that criminal history record checks have been conducted on Contractor/subcontractor's applicants or employees, whose duties place them in direct contact with clients, pursuant to Texas Health and Safety Code, Section 533.007 and Chapter 250, the Texas Government Code, Section 411.115, and Chapter 414, Subchapter K of the Texas Administrative Code (relating to Criminal History Clearance of Applicants for Employment); and

(b) That if an applicant or employee of the Contractor/subcontractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of the Texas Administrative Code (relating to Criminal History Clearance of Applicants for Employment), then the Contractor/subcontractor will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from direct contact with persons with a mental disability served by the Contractor/subcontractor; and

(c) If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.

8. **Access.** Contractor agrees, pursuant to Texas Health and Safety Code, Section 534.060, that the Agency and its representatives, including independent financial auditors, shall have access to all facilities, service providers, records, data, and other information under the control of the contracting entity or its Contractors/subcontractors as necessary to enable the HHSC or the Agency to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement.

In compliance with Section 2262.003, Government Code, as amended by House Bill 905 of the 79<sup>th</sup> Regular Session of the Texas Legislature, effective on June 18, 2005, the Mental Health Mental Retardation Authority of Harris County (MHMRA) and the Contractor do hereby agree that:

(a) The State Auditor's Office (SAO) may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;

(b) Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and

(c) Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the state auditor with access to any information the state auditor considers relevant to: (A) evaluating the entity's performance under the contract or subcontract; (B) determining the state's rights or remedies under the contract; (C) evaluating whether the entity has acted in the best interest of the state.

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#### IV. OBLIGATIONS OF THE AGENCY

##### 1. **Payment.**

(a) In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor, in accordance with the fee schedule attached as **Exhibits A**, for an amount not to exceed \$\_\_\_\_\_.

(b) The payment amount will be based on a monthly invoice which shall reflect the services provided by Contractor, and is approved by the Agency employee(s) authorized to approve billing(s) as set forth above. Invoices or claim forms for services rendered are to be submitted by the fifth (5) calendar day of the month following that in which the services were rendered.

(c) **Invoices or claim forms for services must be received no later than 45 calendar days after the end of the month in which services were rendered. Invoices or claim forms for services received later than 45 days after the end of the month in which the services were rendered will not be paid.**

(d) Payment shall be made 45 days after receipt of goods, services, or invoice, whichever is latest. Payment may be delayed, adjusted or withheld, where a deficiency is noted in goods, services, or invoices received. MHMRA retains the right to offset payments for prior invoices paid where a deficiency is noted after payment has been processed.

##### **Invoices shall be submitted in duplicate as follows:**

(i) **Invoices must include a MHMRA purchase order number, which will be indicated on the final fully executed copy of the contract.**

(ii) **Original sent to Agency staff member authorized to approve billing**

(iii) **Duplicate to be marked "Duplicate" sent to Accounts Payable as follows:**

**Mental Health Mental Retardation Authority of Harris County  
P.O. Box 25381  
Houston, Texas 77265  
Attn: Accounts Payable  
Fax (713) 970-7681**

- (e) **Contract Rate Change clause – If a vendor/provider’s contracted rates change during the period of the contract, the vendor/provider will be notified in writing and the contract will be amended to reflect such changes.**

2. **Staff and Facilities.** The Agency agrees to allow Contractor access to its staff and facilities necessary for carrying out the services provided by the Contractor.

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**V.  
INSURANCE**

**A. Policies, Coverages, and Endorsements.**

Contractor agrees to maintain the following insurance policies, with the specified coverages and limits, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor’s responsibilities or the responsibilities of Contractor's personnel under this Agreement and all extensions and amendments thereto.

1- Commercial General Liability

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

2 - Professional Liability

General Aggregate	\$1,000,000
Each Occurrence	\$500,000

3 - Workers’ Compensation & Employers’ Liability if applicable

Medical & Indemnity	Statutory Requirements
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee
Bodily Injury by Disease	\$500,000 Policy Limit
Employers liability	\$500,000

4 - Automobile Liability if applicable

Including hired and non-owned Automobiles	\$2,000,000 Combined Single Limit
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5- Medical Malpractice if applicable

General Aggregate	\$3,000,000
Each Occurrence	\$1,000,000

**B. Insured Parties**

All Policies shall contain a provision naming the Agency (and its officers, agents and employees) as **Additional Insured parties on the original policy** and all renewals or replacements during the term of this Agreement.

**C. Subrogation**

All Policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents or employees.

**D. Proof of Insurance**

The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as an **Additional Insured party and the Certificate Holder** and which should be furnished to the Agency prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this Agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

**E. Cancellation**

New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. *Contractor shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.*

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**VI.  
INDEMNIFICATION**

To the extent permitted under the Constitution and the laws of the State of Texas, Contractor hereby agrees to indemnify and hold harmless the Agency and all of its directors, officers, employees, and agents from all suits, actions, claims, or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any acts or negligence of Contractor or Contractor's personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

**VII.  
TERM AND TERMINATION**

1. **Term.** This Agreement is effective from \_\_\_\_\_ to \_\_\_\_\_.
2. **Renewal Options.** This Agreement may be renewed at the sole discretion of Agency for up to (\_\_\_) \_\_\_\_\_succeeding years.
3. **Immediate Termination.** Agency may terminate this Agreement immediately if
  - (a) Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;
  - (b) Contractor has become ineligible to receive Agency funds;
  - (c) Contractor has its Texas license or certification suspended or revoked;
  - (d) In the case of the Contractor providing direct services to clients, failure to disclose a criminal conviction;
  - (e) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.

**(f) Agency may terminate this Agreement immediately upon written notice to Contractor, if it is determined by the Agency that Contractor will not be able to deliver services in a timely or appropriate manner to meet the business needs of the Agency.**

**4. Termination Upon Default.** Either party may terminate this Agreement after thirty (30) days written notice if the other party is in default of any of the provisions herein and/or any of the provisions in the bid forms or specifications, which are attached hereto and incorporated herein by reference as if set out in full. Such termination shall be ineffective if within said thirty (30) day period Contractor cures such default to the satisfaction of the Agency. The Agency at its sole discretion may extend the period to cure the default for a reasonable time if the Agency determines that the Contractor has initiated action to cure the default within the thirty (30) day period. The Agency reserves the right to suspend services provided by the Contractor and payment for services not authorized during the thirty (30) day cure period, if at the Agency's sole discretion it is determined that suspension is in the best interest of the Agency and/or its consumers.

**5. Termination For Convenience.** Due to the need for Agency to replace the services being provided by Contractor, this Agreement may be terminated by Contractor, without cause, after one hundred and twenty (120) days written notice to the Agency.

**6. Termination by Mutual Consent. This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.**

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## VIII. MISCELLANEOUS

**1. Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. Without limiting the foregoing, the parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, as amended, and the Civil Rights Act of 1991, as amended.

**2. Business Ethics.** During the course of pursuing contracts, and the course of contract performance, MHMRA will maintain business ethics standards aimed at avoiding real or apparent impropriety, abuse, fraud, waste, or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of Contractor by MHMRA employees, directors, officers and agents. At any time Contractor believes there may have been a violation of this obligation or any business ethics standard, Contractor shall notify MHMRA of the possible violation.

**3. Certification of Non-Violation.** Under Texas Government Code §2261.053, Contractor certifies that Contractor has not been convicted of violating federal law in connection with contracts relating to relief, recovery, or reconstruction as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

**4. Use and Disclosure of Protected Health Information ("PHI").**  
Contractor Agrees To:

**a. General.**

(1) Hold all protected health information ("PHI") confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by the Contractor from or on behalf of the Agency.

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(2) Be bound by all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, the HIPAA regulations (codified at 42 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, and the HITECH ACT, Public Law 111-005, collectively referred to herein as "Privacy Requirements".

b. **Representations.**

(1) Contractor represents that Contractor and their employees have received training regarding the Privacy Requirements. An affidavit documenting the training must be provided to Agency upon request.

5. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Agency and Contractor.

6. **Entire Agreement.** This Agreement and the documents incorporated herein constitute the sole and only Agreement of the parties hereto and supersedes any prior understandings and any prior written or oral Agreements between the parties respecting the subject matter herein.

7. **Assignment.** No assignment of this Agreement or rights or obligations thereunder shall be valid without written consent of the parties.

8. **Additional Requirements.** If Contractor is required to comply with an additional requirement pursuant to compliance with HHSC rule, state or federal law, or community standard, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the contract or places a significant financial burden on the Contractor, the Contractor may, upon giving sixty (60) days notice of such intention, be entitled to renegotiate the Agreement.

9. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas.

10. **Captions.** The captions contained herein are for reference purposes only and shall not affect the meaning of this Agreement.

11. **Gender and Number.** The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the other whenever the context so indicates or requires.

12. **Notices.** Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Agency or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Agency:

Steven B. Schnee, Ph.D., Executive Director  
MHMRA of Harris Co.  
PO Box 25381  
Houston, Texas 77265-5381

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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13. **Remedies.** All rights, powers, and remedies granted either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers, or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise, and all such rights, powers, and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power, or remedy shall impair such right, power, or remedy or be construed to be a waiver of any breach or default or an acquiescence therein. A waiver by either party of any breach or default thereunder shall not constitute a waiver of any subsequent breach or default.

14. **Dispute Resolution.** In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process.

15. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term (s) or provision (s).

16. **Effect of Severable Provision.** In the event that a provision of this Agreement is rendered invalid or unenforceable and its removal has the effect of materially altering the obligations of either the Agency or Contractor in such manner as, in the sole judgment of the affected party, (1) will cause serious financial hardship to such party, or (2) will cause such party to act in violation of its corporate Articles or Bylaws, the party so affected shall have the right to terminate this Agreement upon thirty (30) calendar days prior written notice to the other party.

17. **Exhibits.** All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

The Contractor warrants and assures MHMRA of Harris County that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

CONTRACTOR

Printed/Typed Name: \_\_\_\_\_ Signature \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MENTAL HEALTH MENTAL RETARDATION AUTHORITY OF HARRIS COUNTY

\_\_\_\_\_  
Steven B. Schnee, Ph.D. Date  
Executive Director

\_\_\_\_\_  
Approved As To Form By Date  
MHMRA General Counsel

CONTRACTOR:

CONTRACT ID#:

CONTRACT PERIOD:

SERVICE:

SERVICE DESCRIPTION:

Retail Pharmacy

To provide pharmacy services to consumers throughout various locations in the County and fill Medicare Part D prescriptions.

Medicare Part D prescriptions would be denoted by the following stamp:

**Contracted Pharmacies Only:**

MHMRA of Harris County will pay:

- ◆ the co-pays,
- ◆ the deductible, and/or
- ◆ the donut hole

**on only these prescriptions** provided Medicare Part D is billed for the remainder of the cost associated with dispensing. For questions, call 713-970-3385

Non-Medicare Part D Prescriptions will be denoted by the following stamp:

Authorized to be filled  
By contract pharmacy  
\_\_\_\_\_

PERFORMANCE:

**Accurately fill prescriptions.**

RATE AND RATE DESCRIPTION:

A. Medicare Part D Rates:

Rates are dictated by individual Medicare Part D plans and is negotiated directly by the plan and the pharmacy provider's. MHMRA of Harris County is only responsible for the co-pay, deductible or donut hole associated with transaction and the payment of these expenses by MHMRA of Harris County must be applied toward the True Out Of Pocket Expenses (TROOPE) during the course of processing the prescription via the Pharmacy Software. Drugs not covered by Medicare Part D, will not be applied to the TROOPE and paid 100% by MHMRA if stamped.

B. Non-Medicare Part D Prescriptions are as follows:

**NOT TO EXCEED:**

**UNITS:**

**1135 - 547003**

**PAYMENT DOCUMENTATION:**

Send invoice (with usage report) 30 days following the end of the month for which service was provided.

**Invoice documentation must include the following:**

- MHMRA Unit #
- Date Filled
- Drug name
- Prescriber full name
- Member ID
- Member last name, first name
- Pharmacy's name or unique identifier
- Qty Dispensed
- Date Claim is being submitted for payment
- RX number
- NDC #
- days supply
- billed amount
- Medicare Part D Plan that the remainder of the prescription was billed to

**ATTACHMENT B**

**OUTSOURCED SCRIPTS BY ZIP CODE**

**MHMRA of Harris County**

**Outsourced Scripts By Zip Code**

<b>Zip Code</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
77079	4	12	8	13	9	20
77069	2	6	11	14	12	10
77057	4	1	1	3	5	6
77095	1	15	7	4	8	7
77379	17	15	4	5	12	14
77065	5	131	148	4	4	
77035	121	13	22	142	159	186
77345	9	1	2	8	2	
77025	20	11	8	24	31	10
77042	6	37	46	7	12	17
77002	7	57	66	63	75	59
77092	54	7	16	67	66	70
77339	55	39	21	6	14	20
77429	6	4	4	10	6	13
77063	6	10	5	9	24	13
77098	4	4	24	5	22	31
77401	13	25	25	30	19	32
77056	11	68	45	71	0	8
77450	38	3	28	7	36	48
77062	73	23	2	37	23	29
77449	0	0	0	1	0	0
Avg \$ spent /script	\$106.89	\$98.28	\$115	\$113.89	\$63.62	\$58.83

**ATTACHMENT C**

**HUB SUBCONTRACTING PLAN  
HISTORICALLY UNDERUTILIZED BUSINESS**

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(HUB-LOI IS USED BY POTENTIAL VENDOR/VENDOR/PROVIDER TO IDENTIFY SUBCONTRACTORS SELECTED FOR WORK ON THE CONTRACT)

Vendor \_\_\_\_\_ Vendor/Provider Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Proposal Number: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Description of commodities/specifications: \_\_\_\_\_

Duration of Contract: \_\_\_\_\_

Name of Subcontractor/Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Is the subcontractor a certified HUB? \_\_\_\_ Yes \_\_\_\_ No

If yes, enter the GSC Certificate (VID) number: \_\_\_\_\_

Dollar amount of contract with subcontractor/vendor: \$ \_\_\_\_\_

Percentage amount of contract with subcontractor/vendor:% \_\_\_\_\_

Description of materials/services performed under agreement with the subcontractor for amount indicated above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR/VENDOR**

**ATTACHMENT D**

**DEVIATION FORM**

*All deviations to this Solicitation (Proposal and Sample Contract) must be noted on this sheet.* In the absence of any entry on this Deviation Form, the prospective contractor assures MHMRA of their full agreement and compliance with the Specifications, Terms and Conditions including all provisions of the Sample Contract.

Each response to this Solicitation shall contain a Deviation Form, which states the prospective contractor's commitment to the provisions of this Solicitation and Sample Contract. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package including the Sample Contract must be expressly stated in the Deviation Form. *(ATTACHMENT D)*

**THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE CONTRACTOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS SOLICITATION**

<b>SPEC # Section # Or Page #</b>	<b>DEVIATION(S)</b>

\_\_\_\_\_  
**Independent Contractor and / or Firm**

\_\_\_\_\_  
**Authorized Signature**

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

**ATTACHMENT E**

**NOTICE “NOT TO PARTICIPATE” FORM**

**Dear Provider/Provider**

**Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled Date and Time:**

**Our company cannot provide the products, supplies and/or services listed in this request. Please MOVE our name and address to the following category(ies) so that we may Proposal at a later date:**

**Category(ies):** \_\_\_\_\_

**We have chosen NOT to submit a Bid at this time, but would like to remain on your list for this Bid category. We did not submit a Bid because:**

**Reason(s):** \_\_\_\_\_  
\_\_\_\_\_

**Please REMOVE our name from all MHMRA Harris County lists until further notice.**

**Reason(s):** \_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Representative:** \_\_\_\_\_

**Please Print**

**Address:** \_\_\_\_\_ **Phone ( )** \_\_\_\_\_

**E-mail:** \_\_\_\_\_ **Fax ( )** \_\_\_\_\_

**PLEASE RETURN THIS FORM ONLY TO:**

**MHMRA Harris County  
Purchasing Department  
Notice Not to Participate –PHARMACY DRUG DISPENSING SERVICES  
7011 Southwest Freeway  
Houston, Texas 77074**

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

PROVIDERS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. PROVIDERS MAKING NO RESPONSE MAY BE REMOVED FROM THAT LISTING.

Thank you for your time and assistance.

**ATTACHMENT F**

**FORM W-9, Rev. October 2007, REQUEST FOR TAXPAYER IDENTIFICATION  
NUMBER AND CERTIFICATION**

**Form W-9, Pages 1 – 4**

**Attached**

**Providers are to complete this form and submit with their response to this Request for Proposal documents. Go to attached link for W-9, if an invitation to this Request for Proposal was emailed.**

**<http://www.irs.gov/pub/irs-pdf/fw9.pdf>**