

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the bid where requested.

**SEALED PROPOSAL • DO NOT OPEN**

SEALED PROPOSAL NO.: 089-0197-P (AM)

PROPOSAL TITLE : PHARMACY SERVICES FOR  
HEALTH & HUMAN SERVICES

DUE DATE/TIME: MARCH 26, 2009 @ 3:00 PM



SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT  
Board of County Commissioners  
Annex Building –6<sup>th</sup> Floor  
400 South Fort Harrison Avenue  
Clearwater, FL 33756



***Please Note:***

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm), from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

<b>SUBMIT TO:</b>  PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 <sup>TH</sup> FLOOR CLEARWATER, FL 33756		 <h1 style="text-align: center;">REQUEST FOR PROPOSAL</h1>	
<b>ISSUE DATE:</b> <b>FEBRUARY 18, 2009</b>		PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
<b>TITLE: PHARMACY SERVICES FOR HEALTH &amp; HUMAN SERVICES</b>		<b>RFP NUMBER:</b> <b>089-0197-P (AM)</b>	
<b>SUBMITTAL DUE: MARCH 26, 2009 @ 3:00 P.M.</b> AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.		<b>PRE-PROPOSAL DATE &amp; LOCATION:</b>  FEBRUARY 27, 2009 @ 10:00 AM AT 400 S FORT HARRISON AVE, 5 <sup>TH</sup> FLOOR CONFERENCE ROOM #516, CLEARWATER, FLORIDA 33756	
<b>DEADLINE FOR WRITTEN QUESTIONS: March 13, 2009 by 3:00 p.m.</b> <b>SUBMIT QUESTIONS TO: AMELIA McFARLANE, CPPB AT amcfarla@pinellascounty.org</b> Phone: (727) 464-3311 Fax: (727) 464-3925			
<b>COMMISSIONERS</b>  CALVIN D. HARRIS - CHAIRMAN KAREN WILLIAMS SEEL - VICE CHAIRMAN NANCY BOSTOCK NEIL BRICKFIELD SUSAN LATVALA JOHN MORRONI KENNETH T. WELCH		<b>THE MISSION OF PINELLAS COUNTY</b> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	
		 <b>JOSEPH LAURO,</b> CPPO/CPPB Director of Purchasing	

### PROPOSER MUST COMPLETE THE FOLLOWING

PROPOSERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE PROPOSAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A PROPOSER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS.

PAYMENT TERMS: \_\_\_\_% \_\_\_\_DAYS, NET **45** (PER F.S. 218.70) \*RFP DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ \_\_\_\_\_

**PROPOSER (COMPANY NAME):** \_\_\_\_\_ **D/B/A** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_ **CITY / STATE / ZIP** \_\_\_\_\_

**COMPANY EMAIL ADDRESS:** \_\_\_\_\_

**\*REMIT TO NAME:** \_\_\_\_\_  
 (As Shown On Company Invoice)

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

**I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS RFP & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINT NAME/TITLE:** \_\_\_\_\_

**PHN:** ( ) \_\_\_\_\_ **FAX:** ( ) \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	<input type="checkbox"/>
W-9 (TAXPAYER ID)	<input type="checkbox"/>

**THIS FORM MUST BE RETURNED WITH YOUR RESPONSE**

**SEE PAGE 15 SECTION E SCOPE OF WORK**



## SECTION A - GENERAL CONDITIONS

**1. SUBMISSION OF PROPOSAL:**

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e). Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

**2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

**3. DESCRIPTION OF SUPPLIES/SERVICES:**

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

**4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.



<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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**5. EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

**6. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

**7. ORAL PRESENTATION:**

An oral presentation of proposal may be requested of any firm, at the Evaluation Committee's discretion.

**8. CONFLICT OF INTEREST:**

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

**9. WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

**10. LATE PROPOSAL OR MODIFICATIONS:**

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **In addition, late proposals will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the proposal process.

**11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:**

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

**12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.



<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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**13. PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

**14. COLLUSION:**

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

**15. RIGHT TO AUDIT:**

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

**16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":**

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

**17. COUNTY INDEMNIFICATION:**

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

**18. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

**19. ADA REQUIREMENT FOR PUBLIC NOTICES:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.



<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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**20. CERTIFICATE OF INSURANCE:**

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

**21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all proposals over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

**DEFINITIONS:**

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful proposer. The County will furnish a copy of the asbestos survey to the successful proposer. The proposer must keep this copy on site at all times during the actual demolition.

**22. PAYMENT/INVOICES:**

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.



## SECTION A - GENERAL CONDITIONS - CONTINUED

**23. CANCELLATION:**

- a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- c) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

**24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

**25. NON-EXCLUSIVE CONTRACT:**

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

**26. LOBBYING:**

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

**27. ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.



<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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**28. ADD/DELETE LOCATIONS/SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

**29. SERVICES AGREEMENT:**

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.



<b>SECTION A - GENERAL CONDITIONS - CONTINUED</b>
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**30. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.

(b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the Purchasing Department, the County Administrator shall immediately cancel or revise the solicitation or award as deemed appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(h) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.



<b>SECTION A - GENERAL CONDITIONS - CONCLUDED</b>
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**31. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

**32. PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

## SECTION B - SPECIAL CONDITIONS

Proposal Title: PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES  
 Proposal Number: 089-0197-P (AM)

**1. OBJECTIVE:**

It is the intent of Pinellas County to obtain proposals from qualified pharmacy networks or benefits managers who can geographically serve Pinellas County for the provision of pharmacy services for eligible clients of the Pinellas County Health Plan (PCHP), in accordance with the requirements and provisions stated herein. The services to be provided through this program are for low-income (100% Federal Poverty Level- FPL), uninsured adults. This is an opportunity to come together as a community and to be involved in an innovative health care model to serve the unique needs of this population.

**2. PROPOSAL REQUIREMENTS:**

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of the Scope of Work.
- b) A description of the proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also include the reference information requested in Section D.
- c) The fee(s) for services as outlined in the Scope of Work.

**3. EVALUATION CRITERIA:**

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work.

**4. PRICING/PERIOD OF CONTRACT:**

Prices shall be held firm for the duration of the contract unless changed during the negotiations of the contract. Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for the period of **thirty-six (36) months** from the date of execution of the agreement unless otherwise indicated.

**5. OPTION OF RENEWAL:**

The contract may be renewed subject to written notice of agreement from the County and successful proposer, for an additional **two (2) twelve (12) month** periods beyond the primary contract period. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

**5. PRE-PROPOSAL CONFERENCE:**

**FEBRUARY 27, 2009 @ 10:00 AM AT 400 S FORT HARRISON AVE, 5<sup>TH</sup> FLOOR CONFERENCE ROOM #516, CLEARWATER, FLORIDA 33756**

All questions pertaining to the proposal or technical specifications will be reviewed at this time. Proposal suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Request for Proposal.



## SECTION B - SPECIAL CONDITIONS

### 7. PROPOSAL GUARANTEE:

All proposals shall be accompanied by a proposal guarantee (not a bid bond) in the amount of **\$100,000.00** in the form of a certified or cashiers check, money order, bank draft, trust company treasure's check, or irrevocable letter of credit made payable to Pinellas County Board of County Commissioners. The proposal guarantee is subject to be forfeited if the successful proposer fails to execute the written contract and to satisfy any other conditions precedent, within a reasonable time as determined by the County.

The successful proposer's guarantee will be held for the duration of the contract to ensure performance. Deposits of the unsuccessful proposer shall be returned upon, or before contract award by the Board of County Commissioners.

### 8. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original and **eight (8)** copies with the 'Original' clearly marked.

### 9. ITEMS TO BE RETURNED WITH PROPOSAL:

a)	Section B	Proposal Deposit (If Applicable)
b)	Section D	Vendor References see page 1
c)	Section E	Proposal Submittal
d)	Page 1	Proposal Signature Page
e)	Section G	Addendum Acknowledgement Form (If Applicable)
f)	Section H	Statement of No Submittal (If Applicable)

### 10. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
<b>February 18, 2009</b>	Advertising & Publishing RFP
<b>February 27, 2009</b>	Pre-proposal Conference
<b>March 13, 2009</b>	Deadline for Questions/Clarifications
<b>March 26, 2009</b>	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
TBD	Evaluation of the RFP
TBD	Recommendation due to Purchasing from Health & Human Services
TBD	Submit recommendation to Board for Award of Contract

## SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

### I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
  - (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
  - (4) Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
  - (5) **\$1,000,000.00** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.



<b>SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS</b>
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- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.

C. Contractor hereby waives subrogation rights for loss or damage against the County.

D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

## **II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00**

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

<b>SECTION D - VENDOR REFERENCES</b>
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**Proposal Title: PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES**  
**Proposal Number: 089-0197-P (AM)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: \_\_\_\_\_

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: \_\_\_\_\_

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields below must be completed

<p><b>1</b> _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>	<p><b>2</b> _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>
<p><b>3</b> _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>	<p><b>4</b> _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>



## SECTION E – SCOPE OF WORK

### Proposal Title: PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES Proposal Number: 089-0197-P (AM)

#### A. OBJECTIVE:

It is the intent of Pinellas County to obtain proposals from qualified pharmacy networks or benefits managers who can geographically serve Pinellas County for the provision of pharmacy services for eligible clients of the Pinellas County Health Plan (PCHP), in accordance with the requirements and provisions stated herein. The services to be provided through this program are for low-income (100% Federal Poverty Level- FPL), uninsured adults. This is an opportunity to come together as a community and to be involved in an innovative health care model to serve the unique needs of this population.

Pinellas County desires to enter into contracts with qualified pharmacy networks or benefits managers which are interested in and capable of providing the most cost effective and highest quality pharmacy services. During 2008, Pinellas County Health and Human Services (PCHHS) records indicate that, at any given time, 4,500 people were eligible for pharmacy services, averaging 12,000 prescriptions per month.

#### B. BACKGROUND:

The services to be provided through this program are for low-income, uninsured individuals between the ages of 18-64 who do not maintain or are otherwise ineligible for another type of medical insurance. The system will move the current "sick care" model toward a "disease management" model that focuses on primary care and secondary prevention. The primary source of care will occur in medical homes. Desired outcomes include diverting clients from emergency rooms who are seen inappropriately (non-emergent) care, and to improve the health of the uninsured population as measured by agreed upon key health indicators. A list of primary health department and community health center medical home locations for the Pinellas County Health Plan can be found on the web at, [www.pineallscounty.org/humanservices/apply-health.htm](http://www.pineallscounty.org/humanservices/apply-health.htm). In addition, the Health Department has five subcontracted locations (see ATTACHMENT A- Primary Care Services Flyer).

The plan is also about accessibility. We want to make sure that the neediest of our citizens have access to health care so as to improve their standard of living and assist them as they search for work, or qualify for SSI/Disability. Therefore, the plan is eligible to uninsured adults who meet 100% of the Federal Poverty Level (FPL). Once we have experience with this population and their use rate of our limited funding, we will then be able to better determine whether we can increase the access to 150% FPL or even 200% FPL as has been done in other communities, such as Orlando (Orange County). Their experience has shown an incredible public-private partnership that has greatly increased access to care, predominantly through donated services by both providers and health care organizations.

#### WHAT IS A MEDICAL HOME?

The patient centered medical home is a model for care provided by primary care teams that seek to strengthen the provider patient relationship by replacing episodic care based on illnesses and patient complaints with coordinated care and a long term healing relationship. The American College of Physicians, the American Academy of Family Physicians, the American Academy of Pediatrics and the American Osteopathic Association have jointly defined the medical home as a model of care where each patient has an ongoing relationship with a personal physician or primary care provider who leads a team that takes collective responsibility for patient care. The team is responsible for providing all the patient's health care needs and, when needed, arranges for appropriate care with other qualified physicians or providers. A medical home also emphasizes enhanced care through open scheduling, expanded hours and communication between patients, physicians, medical examiners and staff.

Central to the medical home concept is that truly patient-centered care requires a fundamental shift in the relationship between patients and their primary care providers, recognizing that much of our health care system is fragmented, and to assist these patients to navigate through this system, especially those who are deemed most medically needy and unable to pay for services, requires a much higher level of personalized care coordination and access. Thus, the value of a medical home is that staff takes time to learn their patient's needs beyond an acute episode of care, identify key community and medical resources to assist their needs and follow-up closely to ensure those needs are met. In addition, key to success of a medical home is chronic disease care and other special needs, thereby facilitating a more proactive model than is currently seen in much of U.S. healthcare.

#### OTHER ASPECTS OF THE NEW DEPARTMENT OF HEALTH & HUMAN SERVICES (HHS) HEALTH PLAN

Other aspects of this new plan include: 1) working toward an information technology system for sharing medical information among providers; 2) participating in medical quality assurance and outcome measurement; 3) accepting the co-location of other agencies staff in medical home sites; and 4) coordinating health care volunteers.

Imperative with this new plan is outcome measurement. PCHHS must have data to indicate the efficacy of this new plan, and also through data, the ability to make adjustments to assure maximum use of available funding to most effectively serve the indigent medically needy in Pinellas County.



## SECTION E – SCOPE OF WORK

Based on the health needs of the adult uninsured population receiving services and the limited dollars of this plan, PCHHS has decided to focus on prevention and primary care. Secondary care is available when medically necessary. PCHHS is exploring many avenues of free and reduced treatment and medications, including developing a volunteer provider network and maximizing use of compassionate care pharmaceuticals. This RFP focuses on the pharmacy services required to support the (PCHP) and the clients it serves.

### C. SCOPE OF WORK:

To provide pharmacy services as described herein

1. The Proposer shall provide services to eligible clients of the Pinellas County Health Plan. Coverage is limited to individuals who are eligible. Clients are determined eligible for the Pinellas County Health Plan by medical home staff.
2. Pharmacies: The Proposer will provide a directory of participating pharmacies willing to provide prescription drug services to enrolled PCHP clients in accordance with the benefit plan. The pharmacies should be located throughout Pinellas County. There is no set number of pharmacies required for the network, but it is preferred that the network include a number of pharmacies open 24 hours a day, 7 days a week. The current provider shall transfer existing scripts of enrolled clients to the newly awarded vendor.
3. Education: The Proposer will supply the pharmacies in the network with a description of the PCHP and will provide assistance, education and customer support to the pharmacies regarding the plan.
4. Network Administration: All of the Contractor's pharmacy locations shall be connected on a common network using the same database in order to monitor patient information and manage the formulary. In addition, all locations must be connected to the central system that contains client information. The Proposer's network administration should include the following services: electronic eligibility verification, centralized claims and processing capability, accurate drug pricing, detailed reporting and flexibility for frequent changes.
5. The Contractor shall use File Transfer Protocol (FTP), or other HIPAA compliant compatible programs to transfer an encrypted file of invoices (billing) to Pinellas County, at least monthly per our specifications (**see Attachment B**). Such electronic data transfer capability shall be operational within two (2) months of contract start-up and the first billing shall be forthcoming within eight (8) weeks after start up of contract. The Contractor shall provide a contact name and phone number for technical assistance when problems arise.
6. The Contractor shall accept an eligibility file twice daily and a full file transfer weekly from Pinellas County. The file will be transferred using File Transfer Protocol (FTP) with PGP encryption. The file format will be in HIPAA 834 file format.
7. Procedure: When a plan member presents a prescription at a network pharmacy, the network pharmacy must have the capacity to verify participant eligibility electronically, review prescription to determine if product is covered in PCHP formulary, transmit the eligibility and prescription claim information electronically, fill all medications to patients for self-administration in accordance with all applicable federal, state and local laws, counsel the patient regarding the proper method of taking the drug and any known side effects, counsel the patient regarding drug-drug interactions, and dispense the filled prescription order to the patient. HHS will not pay for prescriptions if the client does not present a valid ID card and/or the client is not eligible in the system.
8. Formulary: The Contractor shall be able to provide generic equivalent drugs when one is available to fill the prescriptions. The only medications dispensed on the contract will be those that are identified on the PCHP Formulary, provided as **Attachment C**. Eligible clients are limited to 10 prescriptions per month. Narcotic painkillers are not part of the PCHP formulary. Formulary and limitations are subject to change during the course of the contract. The formulary is reviewed two (2) times a year by a Formulary Committee. A pharmacist sits on the Formulary Committee.
9. Rebates: The Proposer will be responsible for providing the HHS its share of all rebated dollars given to the Proposer for the PCHP client's usage of pharmaceuticals or supplies from various manufacturers on a quarterly basis. The Proposer shall provide to the County any manufacturer's no cost, discounted or promotional health care items, which may be provided to them during the period of the contract.
10. Manufacturer Assistance Programs: The Proposer shall commit to working with the HHS within legal and ethical guidelines, to help clients receive assistance from Manufacturer Assistance programs which utilize pharmacies to provide drugs. If county clients are enrolled in such a program, the Proposer shall bill the County for the co-payment only.
11. Medical Home Partner: As a partner in providing better healthcare to PCHP clients, the Proposer agrees to provide a limited amount of flu vaccine free (up to 250 shots per contract year) to clients of the PCHP. In addition, the Proposer will work with the PCHHS, in a mutually agreed upon fashion, to provide blood pressure checks and cholesterol screening during the course of each contract year.
12. Disaster: The Proposer shall provide at no additional cost to the County, pharmacy services at proposer's participating pharmacies in areas, which are not evacuated during a disaster, and be prepared to accept telephonic requests from the County Emergency Operations Center and fill such requests. HHS will work with the proposer in reference to current disaster plans and details and who to contact. The Proposer agrees to work closely with HHS to further define coordinated procedures for pharmacy services during a disaster.



## SECTION E – SCOPE OF WORK

13. Licensure: Each of the network pharmacies must possess a current license from the Florida State Board of Pharmacy in accordance with Revised Statutes of the State of Florida, and shall maintain said license in good standing for the duration of the contract.
14. The Proposer is responsible for staffing which provides continuous service, in a timely manner, to those individuals eligible for the PCHP. It is the County's expectation that the proposer will provide seven (7) days access to the services. Clients and referring physicians should find services accessible and network pharmacies responsive without exception. The Contractor shall be available for periodic site visits by Pinellas County staff, to any of their locations.
15. It is highly desirable that the Contract Manager be a pharmacist. Positive responses for this preference will be favorably viewed by the County in the scoring process. The Contractor shall also provide a local pharmacist to attend meetings, work on special projects and participate on a therapeutic committee to make recommendations to update the formulary with new and/or cost savings drugs. It is desirable that the pharmacist has some experience with a Managed Care provider.
16. Exclusivity: The Proposer(s) shall agree and understand that the award of a contract shall not be construed as an exclusive arrangement and further shall agree that the County may secure identical and/or similar services from other sources at a time in conjunction with or replacement of the Proposer(s) services.
17. Disclosure by the Proposer of any information concerning a client for any purpose not directly connected with the administration of the contract shall be prohibited, except as specified by Florida laws and federal regulations.
18. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Proposer is expected to adhere to the same standards as the County and other HIPAA covered entities regarding the protection and non-authorization disclosure of Protected Health Information (PHI). Contractor shall be required to sign a HIPAA Business Associate Agreement (BAA). **(See Attachment C)**
19. At no time will persons served under this contract be segregated or separated from private patients in such a way as to make them stand out from other persons being served by the Proposer(s). Proposer will agree to display a PCHP logo in participating pharmacies.
20. The Contractor must immediately advise the County whenever abuse, drug seeking or fraudulent behavior is suspected.
21. The Contractor shall be available for periodic site visits by Pinellas County staff, to any of their locations, in order to monitor the quality of services provided.

### D. REQUIREMENTS:

1. Payments under this contract will be on a bi-monthly reimbursement basis. Payments shall be made in accordance with the Florida Prompt Payment Act. The account shall be funded and maintained by payments from the State of Florida, pursuant to the Low Income Pool Program (LIP) Agreement between the Agency for Health Care Administration (AHCA) and the County. Funding provided through this agreement shall be prioritized so that designated funding shall first be used to fund the Medicaid program (including LIP) and used secondarily for other purposes. Invoices submitted after one (1) year from date of service will not be considered for payment.
2. Contractor(s) must have the capabilities in place for Electronic Funds Transfer (EFT).
3. Electronic invoice data must include, but may not be limited to:
  - a. Patient Name (Last, First, MI)
  - b. SSN
  - c. National Association Brands of Pharmacy (NABP) #
  - d. Store #
  - e. RX#
  - f. Date Filled (MM/DD/CCYY)
  - g. Refill
  - h. Physician Name
  - i. Drug
  - j. National Drug Code (NDC) # and Description
  - k. Quantity
  - l. Days Supply
  - m. Generic (Y/N)
  - n. Amount Due
  - o. Billing Date
4. The Contractors will charge no co-pays or balance bill any patients eligible for services through the County.
5. The Contractor will provide the name, address, telephone number and e-mail address of a person with whom the County will have as a point of contact.



## SECTION E – SCOPE OF WORK

6. Reporting: Proposer must submit electronically the following reports on a monthly basis, with quarterly and annuals accumulated reports to Pinellas County Health and Human Services Department, at no additional cost to the County:
- a. Total Number of Enrolled Clients
  - b. Total Number of Utilizing Clients
  - c. Prescription Activity (expressed in number of prescriptions, dollars and percentages)
    - i. New
    - ii. Refill
    - iii. Brand with Generic
    - iv. Brand without Generic
    - v. Generics
    - vi. Total Prescription Activity
  - d. Performance Members
    - i. Generic Efficiency Index
    - ii. Formulary Compliance Rate
    - iii. Dispense as Written (DAW) 1
    - iv. DAW2
  - e. Prescription Costs
    - i. Ingredient Costs
    - ii. Dispensing Fees
    - iii. Total Cost
  - f. Utilization
    - i. Avg Rx's/enrolled client
    - ii. Avg Rx's/utilizing client
    - iii. Avg Net Cost (eligible member/utilizing member)
    - iv. Avg Net Cost/Generic
    - v. Avg Net Cost/Brand with Generic
    - vi. Avg Net Cost/Brand without Generic
    - vii. Avg Net Cost/Brand Combined
    - viii. Avg Net Cost/Prescription
    - ix. Avg Price/Generic
    - x. Avg Price/Brand with Generic
    - xi. Avg Price Brand without Generic
    - xii. Avg Price/Brand Combined
    - xiii. Avg. Price/Prescription

In addition, all the described data elements compiled quarterly and annually, the quarterly and annual reports should include top 20 class trends, top drugs by class and expenditure trend information. Samples of appropriate reporting will be provided upon contract negotiation.

### E. EVALUATION CRITERIA:

**Proposer Organization:** Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

#### a) Capability and Experience

200 Points

Provide information relating to work performed of a similar nature, including experience in formulary management, for clients in private industry as well as the Government Section and participation on therapeutic committees. Pinellas County prefers that the Contract Manager be a Pharmacist. Provide information to indicate if the Contract Manager will be a Pharmacist.

#### b) Cost

250 Points

**Proposers shall fill out a Cost Sheet with listing of 25 to be used for cost comparison, and submit with their response. The medications to be dispensed on the contract are those listed on PCHP Formulary provided as attachment C. (Inserted by AMC)**

1. The contractor shall indicate below, a firm, fixed percentage either over or under the average wholesale price (AWP) of medication for Brand and Generic.
2. Provide a fixed prescription-dispensing fee, or other pricing variable.

<b>SECTION E – SCOPE OF WORK</b>
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Proposers shall propose a pricing structure that match national or regional incentives such as Wal-Mart, Neighborhood Market and Sam's Club's \$4 Prescription Program for a 30 day supply and \$10 for 90 day supply of medications, and Publix Supermarket's Prescription Program for free Antibiotics

Should the market shift to lower pricing medications during the course of the contract, the successful proposer and the County will negotiate to pass the lower pricing on to the County. However, at no time will pricing increase more than that negotiated at the time of award of the contract.

**c) Number of Locations and Pharmacy hours****200 Points**

Provide a complete listing of locations throughout Pinellas County and their store/pharmacy hours. Pinellas County will prefer that the contractor provide 24 hours services.

**d) Automation Capabilities****200 Points**

Provide electronic billing and file transfer capabilities. Provide details of direct access to pharmacy database. Provide details of pharmacy network between stores.

**e) Report Methods****100 Points**

Provide Details of utilization and administrative reports.

**f) Added Incentives****50 Points**

Provide information as to how many rebates and savings from these will be offered to the County. Indicate any manufacturer's no cost, discounted or promotional health care items that may be provided to the County (preferred: pill boxes, Acu-Check etc.)

**TOTAL****1000 Points**



## SECTION E – SCOPE OF WORK

COST SHEET

## 25 MEDICATIONS FOR COMPARISON

**HMG-CoA Reductase Inhibitors**

Simvastatin (20 and 40 mg)

20 MG \$ \_\_\_\_\_  
40 MG \$ \_\_\_\_\_**Anticholinergics**

Atrovent

\$ \_\_\_\_\_

Combivent

\$ \_\_\_\_\_

**Beta Adrenergic Agonists Inhalers**

Albuterol HFA, 200 count, least expensive

\$ \_\_\_\_\_

Advair

\$ \_\_\_\_\_

**Corticosteroids, Inhaled**

Beclomethasone

\$ \_\_\_\_\_

Fluticasone (Flovent) 110mcg and 220 mcg

110 MCG  
220 MCG

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Mometasone (Asmanex) 220 mcg

\$ \_\_\_\_\_

**Corticosteroids, Nasal Spray**

Your two least expensive, provide quantity/ dosage

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Leukotriene Modifiers**

Singulair

\$ \_\_\_\_\_

**Anticonvulsents**

Gabapentin 600 and 300 mg

600 MG\$ \_\_\_\_\_

300 MG\$ \_\_\_\_\_

**Antidepressants**

Fluoxetine 20 and 40 capsules and tablets

20 CAP\$ \_\_\_\_\_

40 CAP\$ \_\_\_\_\_

Sertraline (Zoloft) 50, 100 mg

50 MG \$ \_\_\_\_\_

100 MG \$ \_\_\_\_\_

**Insulins**

Lantus Inj 100/ml

\$ \_\_\_\_\_

Humalog

Inj 100/ml

\$ \_\_\_\_\_

MIX SUS 75/25

\$ \_\_\_\_\_

Novolog

Injection 100/ml

\$ \_\_\_\_\_

Mix 70/30

\$ \_\_\_\_\_

**Cardiovascular**

Amlodipine

5 mg and 10 mg

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Carvedilol

6.25 mg 12.5 mg, 25 mg

6.25 MG

\$ \_\_\_\_\_

12.5 MG

\$ \_\_\_\_\_

25 MG

\$ \_\_\_\_\_

**SECTION E – SCOPE OF WORK****COST SHEET (CONTINUED)**

Irbesartan (Avapro) 150 mg and 300 mg	150 MG	\$ _____
	300 MG	\$ _____

The less expensive of Enalapril <u>or</u> Lisinopril with the dosages	\$ _____
	\$ _____

**Platelet aggregation Inhibitors**

Plavix 75 mg	\$ _____
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**Other**

Imitrex 50 mg	\$ _____
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Cyclobenzaprine 10 mg	\$ _____
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**Opiate Agonists**

Oxycod/apap tab 10-325mg	\$ _____
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<b>SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS</b>
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**Proposal Title: PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES**  
**Proposal Number: 089-0197-P (AM)**

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

**Proposals shall be submitted in one (1) original and EIGHT copies.**

Substitute  
Form**W-9****Request for Taxpayer  
Identification Number and Certification**Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

Detach on the perforation

**STATEMENT ON USE OF SOCIAL SECURITY NUMBERS**

The Clerk of the Court collects social security numbers as required or permitted by law. We are committed to protecting sensitive information and will disclose social security numbers to independent parties only as legally required.

Purposes for which we collect social security numbers include:

- Compliance with record-keeping and tax reporting to federal, state and local agencies;
- Classification of accounts;
- Identification and verification;
- Billing and payments;
- Data collection;
- Reconciliation;
- Tracking; and

Applications for home solicitation permits, marriage licenses and passports as required by state or federal law.



<b>SECTION G - ADDENDA ACKNOWLEDGMENT FORM</b>
--

Proposal Title: PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES  
 Proposal Number: 089-0197-P (AM)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED


**Note:** Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, [www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm) , listed under category 'Current Bids'.

<b>SECTION H – NO BID STATEMENT</b>
-------------------------------------

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. ***Thank you.***

[Pinellas County Purchasing Department  
400 South Fort Harrison Avenue, 6th Floor  
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. : **089-0197-P (AM) for PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES**

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Request for Proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond requirement.
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Remove Us from Your "Notification List" Altogether
- ☐ Other (specify below).

REMARKS:

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We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_



## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and \_\_\_\_\_, hereinafter referred to as the "Contractor".

### WITNESSETH:

WHEREAS, County has previously determined that it has a need for PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 089-0197-P (hereinafter Request for Proposal or RFP), County has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

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

1. Services to be Performed. The Contractor hereby agrees to provide the County with PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Term of Agreement/Term Extension. Services performed pursuant to this Contract shall commence upon execution of this Agreement and continue for a period of thirty-six (36) months, unless canceled or terminated as provided herein. The Contract may be extended subject to written notice of agreement from the County and successful bidder, for two (2) additional twelve (12) month(s) period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

3. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

4. Assignment/Subcontracting. The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

5. Termination. Pinellas County reserves the right to terminate this Agreement, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to terminate.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

6. Compensation. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Request for Proposal. Prices shall remain firm for the duration of the Agreement. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

7. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this Agreement.

8. Audit. The Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).



9. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

10. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of Pinellas County.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the

particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

15. Documents Comprising Agreement. The Agreement for PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Request for Proposal and all of its addenda and attachments issued on \_\_\_\_\_, 2009;
- b. Contractor's Certificate of Insurance required under Section C of the Request for Proposal;
- c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.



IN WITNESS WHEREOF the parties herein have executed this Agreement for PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES pursuant to RFP No. 089-0197-P as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its Board of County  
Commissioners

\_\_\_\_\_  
Chairman

ATTEST:  
KEN BURKE

By: \_\_\_\_\_  
Deputy Clerk

CONTRACTOR

\_\_\_\_\_  
President (Signature)

\_\_\_\_\_  
President (Printed Name)

[Corporate Seal]

ATTEST:

By: \_\_\_\_\_  
(Attesting Witness' name/title)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Office of the County Attorney

## Pinellas County Health Department

# PRIMARY CARE SERVICES

### *A Medical Home for Your Care*

- ◆ Primary Care for Adults (18-64)
- ◆ Wellness & Prevention Services
- ◆ Lab Services
- ◆ Pharmacy Services
- ◆ Case and Disease Management
- ◆ Nutrition and Education
- ◆ Referrals to Specialists
- ◆ Cancer Screenings



### In order to be eligible, you must

- ◆ Have no insurance  
(This includes Medicare and Medicaid)
- ◆ Be a Pinellas County resident
- ◆ Be between the ages of 18-64
- ◆ Be a U.S. citizen, legal permanent resident or sponsored alien
- ◆ Bring pay stub for proof of income
- ◆ Bring documentation\* to prove the above  
(\*Examples: birth certificate, Social Security number, rental lease or utility bills)



### Locations

These health department centers provide eligibility and primary care services.

**St. Petersburg Health Center**  
205 Dr. M. L. King Street N.

St. Petersburg  
(727) 824-6900

**Pinellas Park Health Center**  
6350 76th Avenue N. Pinellas Park  
(727) 547-7780

**Willa Carson Health Resource Center**  
1108 N. M. L. King Avenue, Clearwater  
(727) 467-9411

These health department centers provide eligibility services only.

**Largo Health Center**  
12420 130th Avenue North, Largo  
(727) 588-4040

**Clearwater Health Center**  
310 N. Myrtle Avenue, Clearwater  
(727) 469-5800

**Tarpon Springs Health Center**  
301 S. Disston Avenue, Tarpon Springs  
(727) 942-5457

For new clients, eligibility must first be determined at a health center above before visiting any of the providers below.

**Rajendara A. Karkare, MD, PA**  
10875 Park Blvd., Suite C & D  
Seminole  
(727) 392-8500

**Turley Family Care Center**  
807 Myrtle Avenue  
Clearwater  
(727) 467-2400

**American Primary Care, Inc.**  
2595 Tampa Road, Suite P  
Palm Harbor  
(727) 771-7200

**Bestcare**  
1100 S. Fort Harrison Avenue  
Clearwater  
(727) 442-3126

**Professional Health Care of Pinellas, Inc**  
1839 Central Avenue  
St. Petersburg  
(727) 322-1054



www.chc-pinellas.org/home

Friday 19, December 2008

 [Make a Gift \(Donate\)](#)



Welcome to Community Health Centers of Pinellas

CHCP embodies the cultures of the communities we serve.

[Web Mail](#)  
[Employee Login](#)



**COMMUNITY HEALTH CENTERS OF PINELLAS, INC.**

**TARPON SPRINGS**

**COMMUNITY HEALTH CENTERS**



**OPENING 2009**



*Providing quality health care services to all*

[MENU](#)
[Map of Pinellas County](#)
[Meet our Providers](#)
[Make a Gift \(Donate\)](#)
[News & Events](#)

	CHCP Locations				CHCP Emergency Preparedness
<a href="#">Our Services</a>  <a href="#">Our History</a>  <a href="#">Schedule Appointments</a>  <a href="#">Contact Us</a>	<p><b>Community Health Centers at Pinellas Park</b></p> <p>6237 66th Street North Pinellas Park, FL 33781 (727) 544-2284</p> <p>hours of operation: 8:00am-8:00pm (Mon &amp; Fri) 8:00am-5:00pm (Tues, Wed, Thur) 8:00am-2:00pm (Saturday) closed-Sunday</p>	<p><b>Community Health Centers at Clearwater</b></p> <p>1020 Lakeview Road Clearwater Florida (727) 461-1439</p> <p>hours of operation: 8:00am-7:00pm (Pediatric) (Mon-Thurs) 8:00am-5:00pm (Friday) closed-Saturday &amp; Sunday</p>	<p><b>Community Health Centers at Largo</b></p> <p>12420 130th Avenue North Largo, FL 33774 (727) 587-7729</p> <p>hours of operation: 8:00am-5:00pm (Mon, Tues, Thurs) 10:00am-7:00pm (Wed) closed-Saturday &amp; Sunday</p>	<p><b>Community Health Centers at Tarpon Springs</b></p> <p>301 Disston Avenue Tarpon Springs, FL 34689 (727) 944-3328</p> <p>hours of operation: 8:00am-5:00pm (Mon, Tues, Wed, Thurs &amp; Fri) closed-Saturday &amp; Sunday</p>	
<a href="#">CHCP Locations</a>  <a href="#">Directions</a>  <a href="#">Employment</a>					
	<p><b>Johnnie Ruth Clarke Health Center</b></p> <p>1344 22nd Street South St Petersburg FL 33712 (727) 821-6701</p> <p>hours of operation: 8:00am-8:00pm (Mon &amp; Wed) 8:00am-5:00pm (Tues, Thur &amp; Fri) closed-Saturday &amp; Sunday</p>	<p><b>Dental Hours</b> Monday &amp; Thurs 8:00am-12:00pm (services)</p> <p><b>Monday-Friday</b> 7:30am-4:00pm (Office Open)</p>			



Proud Member of HON

[Privacy/HIPAA Policy](#)

[Privacy Notice](#)

Community Health Centers of Pinellas, Inc • Copyright 2007

## ATTACHMENT B

### FIXED LENGTH FILE FORMAT

MEMBER NAME	Length 30
MEMBER SSN	Length 9
PROVIDER ID	Length 10
CLAIM NUMBER	Length 12
PRIMARY SERVICE DATE	Length 10
MEMBER ID	Length 15
TOTAL BILLED AMOUNT	Length 18
CLAIM TYPE	Length 4
CLAIM STATUS	Length 8
DIAGNOSTIC CODE 1	Length 8
DIAGNOSTIC CODE 2	Length 8
DIAGNOSTIC CODE 3	Length 8
CHECK NUMBER	Length 15
CHECK DATE	Length 10
CHECK AMOUNT	Length 12
VENDOR NAME	Length 40
CLAIM NUMBER 2	Length 12
LINE NUMBER	Length 3
DATE FROM	Length 10
DATE TO	Length 10
PROCEDURE CODE	Length 5
DR NAME	Length 40
PAID AMOUNT	Length 12
PLACE OF SERVICE	Length 5
DAYS OR UNITS	Length 12
ADJUSTMENT REASON	Length 5
BILLED AMOUNT	Length 12
PROCEDURE CODE MODIFICATION	Length 2
ADJUSTMENT EXPLANATION	Length 60
PATIENT ACCOUNT	Length 15
PATIENT CONTROL	Length 20



ATTACHMENT C

A

Acarbose (Precose)  
Accolate  
Accupril (Quinapril)  
Acetaminophen  
Aclovate (Aclometasone)  
Acticin (Permethrin)  
Adalat (Nifedipine)  
Aerochamber (Peak Flow Meter)  
Albuterol No Longer Available  
Replace With Proair HFA  
Aldactazide (Spironolactone/HCTZ)  
Aldomet (Methyldopa)  
Aldoril (Methyldopa/HCTZ)  
Allopurinol  
Alomide  
Alphagan  
Altace  
Alupent (Metaproterenol Sulfate)  
Amatadine Hydrochloride  
Amidrine  
(Apap/Isoemethptene/Dichloral)  
Amiloride  
Aminosalicylic Acid  
Amiodarone  
Amitriptyline  
Amlodipine  
Amoxapine  
Amoxicillin  
Amylase  
Antipyrine  
Anusol  
Aspirin  
Aquachloral (Chloral Hydrate)  
Aristocort (Triamcinolone)  
Armour Thyroid (Thyroid)  
Aromasin  
Asa With Codiene  
Atarax (Hydroxyzine)  
Atenolol  
Atropine  
Augmentin (Amoxicillin & K Clavulanate  
-Not XR)

B

Bacitracin  
Baclofen  
Bactroban (Mupirocin)  
Beclomethasone  
Beconase (Beclomethasone)  
Benadryl (Diphenhydramine) 50mg  
Only  
Bentyl (Dicyclomine)  
Benzamycin (Benzoyl Peroxide-  
Erythrom)  
Benazepril  
Benzonatate  
Betagan (Levobunolol)  
Betamethasone  
Betaxolol  
Betimol (Timolol)  
Betoptic (Betaxolol)  
Biaxin (Clarithromycin)  
Bicitra (Sodium Citrate & Citric Acid)  
Bleph 10(Sulfacetamide Sodium Ophth  
)  
Blephamide (Sulfacetamide Sodium-  
Pred)  
Brethine (Terbutaline)  
Bronkosaline (Sodium Chloride Aero  
Sol)  
Brontex (Codeine-Guaifenesin)  
Bumex (Bumetanide)  
Butabarbital  
Butabital With Codiene

C

Calan SR (Verapamil Sustained  
Release)  
Calan (Verapamil)  
Capoten (Captopril)  
Capozide (Captopril/HCTZ)  
Captopril  
Carafate (Sucralfate)  
Carbachol

Carbamazepine  
Cardec  
(Chlorpheniraminephenylephrine)  
Cardene (Nifedipine)  
Cardura (Doxazosin)  
Carnitine (Levocarnitine)  
Carnitor (Levocarnitine)  
Carteolol  
Catapres (Clonidine Hcl)  
Ceclo (Cefaclor)  
Cefin (Cefuroxime Axetil)  
Cephalexin  
Chlorambucil  
Chlordiazepoxide  
Chlorothiazide  
Chlorzoxanzone  
Chlorpheniramine  
Ciclopirox Olamine  
Ciloxan (Ciprofloxacin Oph)  
Cipro (Ciprofloxacin)  
Ciprofloxacin  
Clarithromycin  
Cleocin (Clindamycin)  
Clindamycin  
Clobetasol  
Clonazepam  
Clonidine  
Clotrimazole W/Betamethas  
Coal Tar  
Cardiazem  
Codeine  
Codimal (Phenyleph-Pyr W/  
Hydrocodo)  
Colace (Docusate Sodium)  
Colyte(PEG3350-KCl-Nabibcarb-NaCl-  
Na)  
Cordarone (Amiodarone)  
Cordran (Flurandrenolide Lotion)  
Coreg (Carvedilol)  
Corgard (Nadolol)  
Cortef (Hydrocortisone)  
Cortifoam (Hydrocortisone Foam)

**Pinellas County Health and Human Services  
Formulary  
December 2008**

Cortisporin (Neomycin-Polymyxin-Hc)  
Covera (Verapamil Hcl)  
Creon (Amy-Lip-Prot)  
Cromolyn Sodium  
Cuprimine (Penicillamine)  
Cyclobenzaprine (**10mg Only**)  
Cyclogyl (Cyclopentolate Hcl)  
Cyclophosphamide  
Cyprohepadine

**D**

Danazol  
Dapsone  
Darvocet (Propoxyphene N W/Apap)  
Daypro (Oxaprozin)  
DDAVP (Desmopressin)  
Decadron (Dexamethasone)  
Depakene (Valproic Acid)  
Desmopressin  
Desyrel (Trazodone)  
DHT (Dihydrotachysterol)  
Dibenzylamine (Phenoxybenzamine Hcl)  
Diabeta (Glyburide)  
Diabinese (Chlorpropamide)  
Diamox (Acetazolamide)  
Diazepam  
Dicloxacillin  
Dicyclomine  
Didronel (Etidronate Disodium)  
Diflucan (Fluconazole)  
Digoxin  
Dilacor (Diltiazem Hcl)  
Dilantin (Phenytoin Sodium)  
Diltia XT (Diltiazem Hcl)  
Diltiazem  
Diprolene (Augmented)  
Betamethasone)  
Diuril (Chlorothiazide)  
Domoboro (Aluminum Sul/Calcium Ace)  
Donnatal (Belladonna/Phenobarbital)  
Doxazosin  
Doxycycline

Duoneb (Albuterol-Ipratropium Neb)  
Dyazide (Triamterene/Hctz)  
Dynacirc (Isradipine)

**E**

Eurax (Crotamiton Cream)  
EZ Spacer

**F**

Fentanyl Patch  
Flagyl (Metronidazole)  
Flarex (Fluorometholone Acetate)  
Flavoxate  
Flexeril **10mg Only**  
(Cyclobenzaprine)  
Florinef (Fludrocortisone Acetate)  
Floxin (Ofloxacin)  
Fludrocortisone  
Fluocinolone  
FML (Fluorometholone Opth Susp)  
Folic Acid  
Fosinopril  
Furadantin (Nitrofurantoin)  
Furazolidone  
Furosemide  
Furoxone (Furazolidone)

**G**

Gabapentin  
Gemfibrozil (Lopid)  
Genoptic (Gentamicin Sulfate)  
Gentamycin  
Gentacidin (Gentamicin Sulfate)  
Geocillin (Carbenicillin Indanyl Sodium)  
Glipizide  
Glucagon Emergency Kit  
Glucagon  
Glucometer (**Prestige/True Track Only**)

Glucometer Test Strips  
(**Prestige/True Track Only**)  
Glucophage (Metformin Hcl)  
Glucotrol XL (Glipizide)  
Glucotrol (Glipizide)  
Glucovance (Glyburide-Metformin)  
Glyburide  
Griseofulvin  
Guanethidine  
Guanfacine Hydrochloride  
Gyne Lotrimin (Clotrimazole)

**H**

Hctz  
Hexalen (Altretamine)  
Humalog (Insulin Lispro)  
Humatin (Paromomycin Sulfate)  
Humulin (Insulin Isophane & Regular)  
Hycodan (Hydrocodone W/Homatropine)  
Hydralazine  
Hydrochlorthiazide  
Hydrocodone  
Hydrocodone/Ibuprofen  
Hydrocortisone  
Hydrodiuril  
Hydromorphone  
Hydroxychloroquine  
Hydroxyzine  
Hytone (Hydrocortisone Cream)  
Hytrin (Terazosin Hcl)  
Hyzaar (Losartan & Hctz)

Deleted: <sp>

**I**

Ibuprofen (**600mg/800mg Only**)  
Imdur (Isosorbide Mononitrate)  
Imodium (Loperamide Hcl)  
Imuran (Azathioprine)  
Indapamide  
Indomethacin  
Insulin (**All Types**)



Pinellas County Health and Human Services  
Formulary  
December 2008

Intal (Cromolyn Sodium)  
Iopidine (Apraclonidine Hcl Ophth)  
Ismo (Isosorbide Mononitrate)  
Isoptin (Verapamil Hcl)  
Isopto Carpine (Pilocarpine Hcl)  
Isordil (Isosorbide Dinitrate)  
Isradipine

**JK**

K Phos (Potassium Phosphate Monobasic)  
K Dur (Potassium Chloride)  
Kaon (Potassium Gluconate Elixir)  
Kayexelate (Sodium Polystyrene Sulfonate)  
Keflex (Cephalexin)  
Kemadrin  
Kenalog (Triamcinolone Acetonide)

**L**

Labetalol  
Lactinex  
Lactulose  
Lancets (Store Brand Or Generic)  
Lanoxin (Digoxin)  
Lantus Insulin (Insulin Glargine)  
Lasix (Furosemide)  
Lescol (Fluvastatin Sodium)  
Leucovorin (Leucovorin Calcium)  
Leukeran (Chlorambucil)  
Levamisole  
Levobunolol  
Levothyroid  
Levothyroxine  
Librium (Chlordiazepoxide)  
Lidex (Fluocinonide Cream)  
Lidocaine (**NO PATCHES**)  
Lipase  
Lisinopril  
Loperimide  
Lopid (Gemfibrozil)  
Lovastatin (Mevacor)

Lopressor (Metoprolol)  
Loprox (Ciclopirox Olamine)  
Lorazepam  
Lotensin (Benazepril Hcl)  
Lotrimin (Miconazole)  
Lotrisone  
(Clotrimazole/Betamethasone)  
Lovastatin  
Lozol (Indapamide)

**M**

Macrobid (Nitrofurantoin)  
Macrodantin (Nitrofurantoin)  
Maxair  
Maxidex (Dexamethasone)  
Maxzide (Triamterene & Hctz)  
Meclizine  
Mepergan Fortis  
Meperidine  
Mephyton (Phytonadione)  
Mepron  
Mesalamine  
Mestinon (Pyridostigmine Bromide)  
Metaproterenol  
Metformin (Glucophage)  
Methergine  
Methimazole  
Methocarbamol  
Methotrexate  
Methyldopa  
Methylphenidate (**Not ER**)  
Metipranolol  
Metoprolol  
Metrocream (Metronidazole)  
Metrogel (Metronidazole)  
Metronidazole  
Mexiletine Hcl  
Micro K (Potassium Chloride)  
Micronase (Glyburide)  
Midamor (Amloride Hcl)  
Midrin (Apap-Isometheptene-Dichloral)

Minoxodil  
Moduretic (Amiloride & Hctz)  
Monodox (Doxycycline Monohydrate)  
Monoket (Isosorbide Mononitrate)  
Morphine Sulfate IR  
(**Cancer Patients Only**)  
Motrin (Ibuprofen 600mg/800mg)  
Mucomyst  
Mycelex (Clotrimazole Troche)  
Mycostatin (Nystatin Cream)  
Myleran  
Mysoline (Primidone)

**N**

Nalidixic Acid  
Naprelan (Naproxen Sodium)  
Neomycin  
Neosporin (Neomy-Polymy W/  
Pramoxine)  
Nicardipine  
Nitrofurantoin  
Nitroglycerine  
Nitrolingual  
Nitroglycerine Patches  
Nitroquick  
Nitrostat  
Norpace (Disopyramide Phosphate)  
Norvasc (Amlodipine Besylate)  
Nortriptylline  
Nulytely (PEG 3350-Kcl-Sodbicarb-NaCl)  
Nutritional Drink (Store Brand)  
Nystatin

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Pinellas County Health and Human Services  
Formulary  
December 2008

O

Ocuflox (Ofloxacin)  
Omnicef  
Optipranolol (Metipranolol)  
Oxaprosin  
Oxybutynin  
Oxycodone (Plain, W/ASA Or W/Acetam)  
Oxycodone CR (Cancer Pts Only)

P

Pamelor (Nortriptyline)  
Pancrease EC  
(Amylase/Lipase/Protease)  
Pancrease MT  
(Amylase/Lipase/Protease)  
Parafon Forte (Chlorzoxazone)  
Paxil (Paroxetine)  
PCE (Erythromycin)  
PCN (Penicillin)  
Pediapred (Prednisolone)  
Penicillamine  
Penicillin  
Peri-Colace  
Phenobarbital  
Pentasa (Mesalamine)  
Peridex (Chlorhexidine Gluconate)  
Permax (Pergolide)  
Permethrin  
Persantine (Dipyridamole)  
Phenazopyridine Hydrochloride  
Phenergan (Promethazine)  
Phenoxygenzamine  
Phenytol  
Phospholine  
Pilocar (Pilocarpine)  
Pilocarpine  
Pilopine (Pilocarpine)  
Pindolol  
Piperacillin  
Plendil (Felodipine)  
Polypred (Neomy-Polymyx-

Polysporin(Bacitracin-Polymyxin)  
Potassium Gluconate  
Potassium Iodide  
Potassium Chloride  
Pramoxine  
Precose  
Pred Forte (Prednisolone)  
Pred Mild (Prednisolone)  
Prednisolone  
Prednisone  
Prelone (Prednisolone)  
Prestige Glucose Monitor/Strips  
Primidone  
Principen (Ampicillin)  
Prinivil (Lisinopril)  
Proamitine (Midodrine)  
Procainamide  
Procanbid (Procainamide)  
Procardia (Nifedipine)  
Prochlorperazine  
Proctocort  
Prohist (Phenylep-Dexchlorph-Pyri-DM)  
Promethazine  
Pronestyl (Procainamide)  
Propafenone  
Propanolol  
Proparacaine  
Propine (Dipivefrin Hcl)  
Proscar (Finasteride)  
Prostigmin (Neostigmine Methylsulfate)  
Proventil (Albuterol)  
Provera (Medroxyprogesterone Acetate)  
Purinethol (Mercaptopurine)  
Pyridium (Phenazopyridine Hcl)

Q

Q VAR  
Questron (Cholestyramine Powd)  
Quibron  
Quinidine Gluconate  
Quinidine Sulfate  
Quinipril

R

Reserpine  
Rheumatrex (Methotrexate)  
Robaxin (Methocarbamol)  
Rowasa (Mesalamine)  
Roxanol (Morphine Sulfate Oral Soln Cancer Patients Only)  
Rythmol (Propafenone)

S

Santyl (Collagenase)  
Scopalamine  
Seromycin  
Sertraline (100mg Only)  
Silver Sulfadiazine  
Simvastatin  
Spirolactolone  
SMZ/TMP  
Sodium Bicarbonate  
SSKI  
Stilphostrol  
Sucralfate  
Sulfacetamide  
Sulfadiazine  
Sulfadimethoxine  
Sumatriptan  
Sumycin  
Symmetrel (Amantadine)  
Synalar (Fluocinolone)  
Synthroid (Levothyroxine)



**Pinellas County Health and Human Services  
Formulary  
December 2008**

**I**

Tamoxifen  
Tapazole (Methimazole)  
Tegretol (Carbamazepine)  
Temazepam  
Temovate (Clobetasol Propionate)  
Tenex (Guanfacine Hydrochloride)  
Tenormin (Atenolol)  
Terazol (Terconazole)  
Terbutaline  
Terconazole  
Tetracycline  
Theodur (Theophylline)  
Theophylline  
Thiethylperazine  
Thyroid  
Tiazac (Diltiazem)  
Ticlid (Ticlopidine Hcl)  
Ticlopidine  
Tigan (Trimethobenzamide Hcl)  
Timolol  
Tobradex  
Tobramycin  
Tolbutamide  
Tolinase (Tolazamide)  
Toprol XL (Metoprolol)  
Tramadol (Plain)  
Trandate (Labetalol Hcl)  
Trazodone  
Trental (Pentoxifylline)  
Triamcinolone  
Triamterene  
Triamterene With Hctz  
Triazolam  
Trihexyphenidyl  
Trimethoprim  
Trimox (Amoxicillin)  
Tropicamide  
Trusopt  
Tussi Organidin (Codeine-Guaifenesin)  
Tylox (Oxycodone W/ Apap)  
Tympangesic

**U**

Uniphyll (Theophylline)  
Urecholine (Bethanechol Chloride)  
Urised  
Urispas (Flavoxate Hcl)

**OTC Drugs**

Acetaminophen  
Aspirin  
Sodium Chloride

**V**

Valium (Diazepam)  
Valproic Acid  
Vasotec (Enalapril Maleate)  
Veetids (Penicillin V Potassium)  
Ventolin (Albuterol Sulfate)  
Vepesid (Etoposide)  
Verapamil  
Vermox (Mebendazole)  
Vexol  
Vibramycin (Doxycycline)  
Viroptic (Trifluridine)  
Vistaril (Hydroxyzine)  
Vitamin K

**W**

Warfarin  
Westcort (Hydrocortisone Valerate)

**XYZ**

Xalatan  
Xylocaine (Lidocaine Hcl)  
**NO PATCHES**  
Zarontin (Ethosuximide)  
Zestril (Lisinopril)  
Zetar (Coal Tar)  
Zithromax (Azithromycin)  
Zoloft (Sertraline Hcl) 100mg Only  
Zovirax (Acyclovir)

## ATTACHMENT D

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") is entered into by and between \_\_\_\_\_ ("Business Associate") and Pinellas County Department of Health and Human Services Department ("Covered Entity")

#### RECITALS

**WHEREAS**, Business Associate performs functions, activities, or services for, or on behalf of Covered Entity, and Business Associate receives, has access to or creates Health Information in order to perform such functions, activities or services; and

**WHEREAS**, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160 and 164; and

**WHEREAS**, HIPAA requires Covered Entity to enter into a contract with Business Associate to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by Business Associate if such a contract is not in place.

#### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

#### ARTICLE I DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Health Information" means information that (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

1.3 "Privacy Regulations" means the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.



1.4 "Services" means the services provided by Business Associate pursuant to the Underlying Agreement(s), or if no such agreement(s) are in effect, the services Business Associate performs with respect to the Covered Entity.

1.5 "Underlying Agreement" means the services agreement executed by the Covered Entity and Business Associate, if any.

1.6 "Use" or "Uses" mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such Health Information within Business Associate's internal operations.

## **ARTICLE II OBLIGATIONS OF BUSINESS ASSOCIATE**

2.1 Initial Effective Date of Performance. The obligations created under this Agreement shall become effective immediately upon execution of this agreement or the agreement to which it is appended.

2.2 Permitted Uses and Disclosures of Health Information. Business Associate is authorized to and shall:

a. Use and Disclose Health Information as necessary to perform Services for, or on behalf of Covered Entity;

b. Use Health Information to create aggregated or de-identified information (in accordance with the requirements of the Privacy Regulations);

c. Use or Disclose Health Information (including aggregated or de-identified information) as otherwise directed by Covered Entity provided that Covered Entity shall not request Business Associate to Use or Disclose Health Information in a manner that would not be permissible if done by Covered Entity.

Business Associate shall not Use Health Information for any other purpose, except that if necessary, Business Associate may Use Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities; provided that any Use or Disclosure described herein will not violate the Privacy Regulations or Florida law if done by Covered Entity. Except as otherwise limited in this Agreement, Business Associate may Disclose Health Information for the proper management and administration of the Business Associate, provided that with respect to any such Disclosure either (a) the Disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the Disclosure would not otherwise violate Florida law and Business Associate obtains reasonable written assurances from the person to whom the information is to be Disclosed that such person will hold the information in confidence and will not Use or further Disclose such information except as required by law or for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.3 Adequate Safeguards for Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement.



2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to covered Entity no later than five (5) days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure.

2.6 Availability of Internal Practices, Books and Records. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Health Information available to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), for purposes of determining Covered Entity's compliance with the Privacy Regulations.

2.7 Access to and Amendment of Health Information. Business Associate shall, to the extent Covered Entity determines that any Health Information constitutes a "designated record set" under the Privacy Regulations, (a) make the Health Information specified by Covered Entity available to Covered Entity or to the individual(s) identified by Covered Entity as being entitled to access and copy that Health Information, and (b) make any amendments to Health Information that are requested by Covered Entity. Business Associate shall provide such access and make such amendments within the time and in the manner specified by Covered Entity.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Health Information made by Business Associate or its employees, agents, representatives or subcontractors as required by the Privacy Regulations. For each Disclosure that requires an accounting under this Section 2.8, Business Associate shall track the information required by the Privacy Regulations, and shall securely maintain the information for six (6) years from the date of the Disclosure.

2.9 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Health Information from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement with respect to such Health Information.

### **ARTICLE III OBLIGATIONS OF COVERED ENTITY**

3.1 Privacy Notice. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices to the extent such limitation(s) may affect Business Associate's Use or Disclosure of Health Information.

### **ARTICLE IV TERM AND TERMINATION**



4.1 Term. Subject to the provisions of Sections 4.2 and 4.3, the term of this Agreement shall be the term of the Underlying Agreement(s).

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, Covered Entity shall either:

a. notify Business Associate of the breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement(s) upon written notice to Business Associate;

b. upon written notice to Business Associate, immediately terminate this Agreement and the Underlying Agreement(s) if Covered Entity determines that such breach cannot be cured; or

c. if Covered Entity determines that neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

4.3 Termination for Breach of Section 5.2. Covered Entity may terminate the Underlying Agreement(s) and this Agreement upon thirty (30) days written notice in the event (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to Section 5.2 or (b) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Health Information that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

4.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all Health Information in the possession or control of Business Associate and its agents and subcontractors. In such event, Business Associate shall retain no copies of such Health Information. However, if the Business Associate determines that neither return nor destruction of Health Information is feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, and may retain Health Information provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains Health Information, and (b) further limits Uses and Disclosures of Health Information to those purposes that make the return or destruction of Health Information infeasible.

## **ARTICLE V MISCELLANEOUS**

5.1 Indemnification. Notwithstanding anything to the contrary in the Underlying Agreement(s), at Business Associate's expense, Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors or agents (the "Indemnities") against all damages, losses, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) and all liability to third parties arising from any breach of this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of Business Associate's workforce.



Business Associate's obligation to indemnify the Indemnitees shall survive the expiration or termination of this Agreement for any reason.

5.2 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Health Information that it receives or creates on behalf of Covered Entity. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity, concerning the terms of any amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws.

5.3 Relationship to Underlying Agreement(s) Provisions. In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement(s), the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement(s), and shall be considered an amendment of and supplement to such Underlying Agreement(s).

5.4 Modification of Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

5.5 Non-Waiver. A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

5.6 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

5.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

5.8 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.9 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.



5.11 Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to:

If to Business Associate:

If to Covered Entity:

**Pinellas County Department of Health and Human Services  
2189 Cleveland St. Ste. 266  
Clearwater FL 33765**

or to such other addresses as the parties may request in writing by notice given pursuant to this Section 5.12. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

5.12 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in Pinellas County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 5.12. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 5.12.

5.13 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date stated above.

**COVERED ENTITY:**  
**PINELLAS COUNTY DEPARTMENT OF**  
**HEALTH AND HUMAN SERVICES**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**BUSINESS ASSOCIATE:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_  
Attorney



**BOARD OF COUNTY COMMISSIONERS**

NANCY BOSTOCK  
NEIL BRICKFIELD  
CALVIN D. HARRIS  
SUSAN LATVALA  
JOHN MORRONI  
KAREN WILLIAMS SEEL  
KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB  
Director

March 20, 2009

TO: ALL INTERESTED PROPOSERS  
REQUEST FOR PROPOSAL: PHARMACY SERVICES FOR HEALTH & HUMAN SERVICES  
PROPOSAL NUMBER: 089-0197-P (AM)  
PROPOSAL SUBMITTAL IS DUE: MARCH 26, 2009 @ 3:00 PM

**ADDENDUM NO. 1**

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP) as a result of Pre-Proposal Conference held on February 27, 2009:

**QUESTION 1:**

Section E - Cost Sheet, page 20 and 21.

On the cost sheet, does the County want the cost of the drug only- and do they want it by tablet, or for a 30 day supply? Do they have a specific NDC# for each drug listed? We just want to make sure all vendors are quoting the same information.

**ANSWER 1:**

The County does not have a specific NDC for the drugs listed. The proposed cost for each medication listed shall be per item :example – per pill/tablet/capsule/inhaler. The Proposed Cost listed by each proposer in their response to the RFP will be used to arrive at a scoring for Cost. Proposers are requested to propose the most advantageous cost in their response, for each medication listed.

Please refer to Pages 18 & 19, Item E, as it refers to "Cost" for information on the County's requirement for submission of pricing for the RFP.

**QUESTION 2:**

My financial team has been reviewing the pricing exercise you provided with the RFP and have requested quantity information to go with the drugs selected for pricing. The reason we ask, is that it is possible that our prices will be either too high or too low if we assume a 30-day supply for all of these medications where in fact, they are a specialty injectable drug with 1 dose per month. Would it be possible for the County to provide us with that information?

b. Additionally, I included this with the questions I submitted last week, but I am hoping that you can tell me the anticipated start date for the contract. The reason I ask is so that we can get the \$100,000 guarantee secured in time for proposal submission.

PLEASE ADDRESS REPLY TO:  
400 South Ft. Harrison, Sixth Floor  
Clearwater, Florida 33756  
Phone: (727) 464-3311  
FAX: (727) 464-3925  
Website: [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase)



**ANSWER 2:**

- a. The proposed cost for each medication listed shall be per item :example – per pill/tablet/capsule/inhaler/.
- b. The existing contract will expire on June 29, 2009. The anticipated start date of the new contract is estimated to be June 30, 2009. However, may extend the start date of the new contract beyond the June 30, 2009 date, if this is in best interest.

**QUESTION 3:**

In order to better facilitate a point-by-point response to your RFP, we were wondering if you could supply a copy of the RFP in Word format? Please advise, and we will continue to work on our proposal response to meet your March 26 deadline.

**ANSWER 3:**

Please find as an attachment to this Addendum the following pages from the RFP: Page 1, Page 14, Page 23, Page 24 and Page 25 in Word Document as these are fill able pages/forms. Please refer to Page 9, Item 31 of the RFP for guidance.

**QUESTION 4:**

It is not possible to endorse Pinellas County on the Worker's Compensation or the Professional Liability Insurance as requested on page 13 of the RFP.

**ANSWER 4:**

Pinellas County would want to be endorsed for both coverages as listed in the RFP. Please refer to Page 2, Item 1, (e) as it refers to exceptions taken by a proposer.

**QUESTION 5:**

Is it possible to include objective measuring tools in the contract to have a better understanding of the \$100,000 proposal guarantee? For example, implementing performance guarantees with a dollar amount at risk for various categories.

**ANSWER 5:**

The performance guarantee of the successful proposer will be to ensure performance. For conditions under which the County would seek to recover money from the performance guarantee would basically be for non-performance of the scope of work, abandoning project, and non-payment of sub-contractors.

**QUESTION 6**

Can payment terms be reduced to Net 15 days instead of Net 45? Pharmacies receive payments twice a month and the pharmacies will not accept payments as late as 45 days.

**ANSWER 6:**

The payment terms listed in the RFP are per Fla. Statute.

**QUESTION 7:**

What is the estimated annual spent for this program?

**ANSWER 7:**

The estimated annual budget for the program is \$4.6 million at this time.

**QUESTION 8:**

Is Page 1 of the RFP the same as the "Proposal Summary Form" mentioned in Section A, Item 22 "Payment/Invoices"?

**ANSWER 8:**

Yes.



**QUESTION 9:**

Are we required to submit a Certificate of Insurance with our proposal?

**ANSWER 9:**

No. The Certificate of Insurance is required of the successful proposer.

**QUESTION 10:**

Who does the County expect to be listed in the "Contact Name" vs the "Print Name" field on the signature page?

**ANSWER 10:**

The same name should be listed in these 2 fields.

**QUESTION 11:**

Is the recycled materials policy in effect for the proposal, or does it go into effect once a contract is awarded? What type of documentation is required in order to certify the percentages of recycled materials used in the production of the proposal?

**ANSWER 11:**

At this time this requirement is not applicable for the RFP.

**QUESTION 12:**

Are we required to sign off on the 5 page Agreement included in the RFP package, or is that included for informational purposes?

**ANSWER 12:**

No. Refer to Page 7, Item 29 for guidance.

**QUESTION 13:**

Is Pinellas County planning to provide a breakdown of claims, both generic and brand? I have attached Envision's layout for your use.

Also, do you charge per member per month, or per script?

**ANSWER 13:**

See Attachment A to Addendum.

**QUESTION 14:**

For the Cost Sheet included with Section E, what date should be used to price the drugs, and should the pricing be done on a per unit basis, or based on a specific quantity or days supply, and if so, what quantity and/or days supply?

**ANSWER 14:**

The proposed cost for each medication listed shall be per item :example – per pill/tablet/capsule/inhaler. The Proposed Cost listed by each proposer in their response to the RFP will be used to arrive at a scoring for Cost. Proposers are requested to propose the most advantageous cost in their response, for each medication listed.

Please refer to Pages 18 & 19, Item E, as it refers to "Cost" for information on the County's requirement for submission of pricing for the RFP.

**QUESTION 15:**

Does PCHP have a P&T Committee, or will RESTAT be expected to maintain the formulary?

**ANSWER 15:**

PCHHS maintains the formulary. We have a formulary committee and we meet semi-annually formally with the vendor(s) present to address issues; discuss changes to the formulary; review reports.

**QUESTION 16:**

Section E – Scope of Work (C)(5) specifies that the proposer must use the claim file specifications described in Attachment B to transmit electronic claims data to Pinellas County. The format shown in Attachment B appears most similar to a medical claims format, and is incomplete and not compatible for use with prescription drug claims data. Should proposers offer a claims format that is compatible with National Council for Prescription Drug Programs (NCPDP) format most commonly used to transmit prescription drug data?

**ANSWER 16:**

The claims file specifications listed remains.

**QUESTION 17:**

Can the proposer submit the \$100,000 Proposal Guarantee described in Section B, Question 7 upon submission as a finalist, or must the Proposal Guarantee be included with submission of the response to the Pinellas County Request For Proposal Number 089-0197-P (AM).

**ANSWER 17:**

As indicated in the RFP the proposal Guarantee must be included in the submission of the response.

**QUESTION 18:**

What specific terms and conditions, if not satisfactorily met by the proposer, would result in forfeiture of the Proposal Guarantee?

**ANSWER 18:**

The performance guarantee of the successful proposer will be held to ensure performance. The conditions under which the County would seek to recover money from the performance guarantee would basically be for non-performance of the scope of work, abandoning project, and non-payment of sub-contractors.

The performance guarantee of the unsuccessful proposer will be returned per the RFP.

**QUESTION 19:**

Can you provide me a list of the independent pharmacies that participate in the Pinellas County Health plan pharmacy dispensing services or can I locate that on your website?

**ANSWER 19:**

See Attachment B to the Addendum. The independent pharmacies are highlighted.

**QUESTION 20:**

What procedure is followed with County clients who exhibit inappropriate or drug seeking behavior while getting meds at pharmacies.

**ANSWER 20:**

See Attachment C to the Addendum.



Page 5 (Continued)

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 24 under Addendum No. 1, and return with completed bid package.

Sincerely,



Joseph Lauro, CPPO/CPPB  
Director of Purchasing



ATTACHMENT A

REPORT: PBM7071M													DATE: 12/10/2008 TIME: 11:10AM			
Customer: 0551--COUNTY OF PINELLAS																
	8-Jan	8-Feb	8-Mar	8-Apr	8-May	8-Jun	8-Jul	8-Aug	8-Sep	8-Oct	8-Nov	8-Dec	YTD	YTD	YTD	Variance
Customer Utilization Key Statistics													Current	Prev	Difference	
Monthly Trending																
Active Member Months	4492	4469	4485	4510	4307	4352	4336	4200	4255	3109	4197		46772	46039	733	1.59%
Member Served	2751	2667	2784	2814	2673	2756	2730	2657	2556	1467	1881		27736	29248	-1512	-5.17%
% Active Served	61.24%	59.68%	62.07%	62.39%	62.06%	63.33%	62.96%	62.37%	60.07%	47.19%	44.82%		59.30%	63.53%	-4.23%	-4.23%
New Rx	6743	7111	7375	6832	6061	6124	6274	8709	7776	3851	4712		71568	67313	4255	6.32%
Refills	8215	4727	5013	5837	6073	6111	6258	2810	3841	2152	2426		51463	64371	-12908	-20.05%
Total Prescriptions	12958	11838	12388	12669	12134	12235	12532	11519	11617	6003	7138		123031	131684	-8653	-6.57%
Avg Rx \$*	\$30.78	\$30.46	\$31.01	\$30.89	\$30.22	\$30.07	\$30.81	\$30.59	\$31.85	\$29.99	\$29.80		\$30.64	\$34.36	(\$3.72)	-10.83%
Generic Avg Rx \$*	\$21.73	\$21.44	\$21.20	\$21.50	\$21.20	\$21.28	\$21.55	\$21.35	\$21.95	\$21.02	\$21.41		\$21.44	\$20.43	\$1.01	4.04%
Brand Multi Source Avg Rx \$*	\$60.52	\$53.91	\$58.43	\$65.67	\$60.59	\$61.89	\$57.47	\$65.60	\$68.13	\$72.93	\$68.79		\$65.05	\$64.18	\$0.86	1.34%
Brand Single Source Avg Rx \$*	\$101.93	\$99.44	\$106.05	\$100.60	\$100.94	\$101.60	\$106.12	\$102.57	\$107.00	\$101.56	\$103.30		\$101.80	\$101.30	\$0.42	0.41%
Generic	88.32%	89.10%	88.11%	87.78%	88.38%	88.75%	88.65%	88.33%	88.04%	88.60%	87.63%		88.26%	82.40%	5.79%	5.79%
Generic Rx \$*	62.37%	62.02%	60.25%	61.09%	61.09%	62.81%	62.02%	61.64%	60.66%	62.13%	63.38%		61.77%	-49.04%	12.73%	12.73%
Generic Index	99.82%	99.82%	99.86%	99.94%	99.93%	99.94%	99.99%	99.96%	99.97%	100.00%	99.98%		99.92%	99.90%	-0.04%	-0.04%
Brand Rx w/Generics Available	0.16%	0.16%	0.12%	0.06%	0.07%	0.06%	0.01%	0.03%	0.03%	0.00%	0.01%		0.07%	0.03%	0.04%	0.04%
Brand Rx \$* w/Generics Available	0.31%	0.35%	0.25%	0.11%	0.13%	0.17%	0.01%	0.04%	0.12%	0.00%	0.02%		0.15%	0.03%	0.12%	0.12%
Brand Rx w/o Generics Available	11.51%	11.74%	11.77%	12.16%	11.55%	11.19%	11.34%	11.63%	11.63%	11.34%	12.36%		11.67%	17.50%	-5.83%	-5.83%
Brand Rx \$* w/o Generics Available	37.31%	37.63%	39.51%	38.80%	37.89%	37.02%	37.97%	38.32%	39.22%	37.87%	36.60%		36.08%	50.83%	-12.85%	-12.85%
Actual DAW1	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		0.00%	0.00%	0.00%	0.00%
Actual DAW2	0.06%	0.07%	0.07%	0.03%	0.04%	0.03%	0.01%	0.03%	0.03%	0.00%	0.00%		0.04%	0.00%	0.04%	0.04%
Copy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	0.00%
Total Plan Costs	\$398,802.41	\$360,634.35	\$384,153.68	\$391,385.30	\$366,701.19	\$367,881.26	\$366,132.63	\$352,416.41	\$370,035.90	\$180,045.23	\$211,319.10		\$3,760,487.44	\$4,524,812.42	(\$756,324.98)	-16.69%
Total Incurred Costs (PMPM)	\$68.78	\$60.70	\$65.65	\$68.78	\$65.14	\$64.53	\$69.05	\$62.73	\$69.96	\$57.91	\$50.35		\$60.59	\$68.28	(\$17.69)	-18.00%
Total Plan Costs (PMPM)	\$68.78	\$60.70	\$65.65	\$68.78	\$65.14	\$64.53	\$69.05	\$62.73	\$69.96	\$57.91	\$50.35		\$60.59	\$68.28	(\$17.69)	-18.00%
Total Plan Costs YTD (PMPM)	\$68.78	\$64.75	\$65.05	\$65.48	\$65.42	\$65.27	\$65.80	\$65.43	\$65.60	\$63.57	\$60.59		\$60.59	\$68.28	(\$17.69)	-18.00%
Total Rx (PMPM)	2,8847	2,6489	2,7621	2,8091	2,8173	2,8114	2,8902	2,704	2,7302	1,9308	1,7007		2,8304	2,8603	-2,298	-8.04%
* based on approved ingredient cost + dispensing fee + sales tax																
Total Incurred Costs = based on approved ingredient cost + dispensing fee + admin fee + DMR fee + UCF																
Total Plan Cost = based on approved ingredient cost + dispensing fee + sales tax + admin fee + DMR fee + UCF - copay																
approved ingredient cost = the lower of AWP-5% NAC or UIC																



# ATTACHMENT A

SUBMITTED DATES FROM 10/01/08 THROUGH 12/31/08

Rank	Class	Description	Net Drug Cost	Pct of Total	No Rx	Pct of Total	Members Served	Avg Net Drug Cost per Rx	Generic %	Generic Index	Total Qty
1	24060800	HMG-CoA Reductase Inhibitors	66,847.80	12.6%	1,124	7.7%	606	59.47	98.9%	100.0%	34,171
2	12120800	beta-Adrenergic Agonists	55,604.28	10.5%	941	6.4%	505	59.09	22.6%	100.0%	28,133
3	68200800	Insulins	47,767.90	9.0%	432	3.0%	170	110.57	0.0%	0.0%	7,015
4	28080800	Opiate Agonists	43,185.87	8.1%	2,043	14.0%	1,016	21.14	100.0%	100.0%	129,584
5	28129200	Anticonvulsants, Miscellaneous	37,983.70	7.1%	588	4.0%	319	64.60	97.6%	100.0%	55,432
6	24320400	Angiotensin-Converting Enzyme Inhibitors	28,460.33	5.4%	1,831	12.5%	945	15.54	100.0%	100.0%	60,582
7	28160400	Antidepressants	27,309.22	5.1%	907	6.2%	478	30.11	100.0%	100.0%	29,582
8	96000000	Pharmaceutical Aids	26,657.30	5.0%	1	0.0%	1	26,657.30	0.0%	0.0%	280
9	24240000	Beta-Adrenergic Blocking Agents	25,551.35	4.8%	1,536	10.5%	824	16.63	100.0%	100.0%	68,097
10	28080400	Nonsteroidal Anti-inflammatory Agents	23,772.53	4.5%	1,787	12.2%	1,093	13.30	99.9%	100.0%	98,872
11	12200400	CENTRALLY ACTING SKELETAL MUSCLE RELAXAN	18,075.67	3.4%	804	5.5%	479	22.48	100.0%	100.0%	49,865
12	48102400	Leukotriene Modifiers	17,592.06	3.3%	166	1.1%	101	105.98	0.0%	0.0%	4,980
13	36260000	Diabetes Mellitus	17,474.89	3.3%	401	2.7%	264	43.58	0.0%	0.0%	33,250
14	24280800	Dihydropyridines	16,977.42	3.2%	528	3.6%	271	32.15	100.0%	100.0%	16,591
15	24320800	Angiotensin II Receptor Antagonists	16,218.96	3.1%	217	1.5%	108	74.74	0.0%	0.0%	6,900
16	68200400	Biguanides	14,933.17	2.8%	619	4.2%	341	24.12	99.7%	100.0%	37,240
17	56281200	Histamine H2-Antagonists	14,613.28	2.7%	441	3.0%	292	33.14	100.0%	100.0%	24,500
18	52080800	Corticosteroids	12,140.23	2.3%	147	1.0%	100	82.59	25.2%	100.0%	2,683
19	28322800	Selective Serotonin Agonists	11,542.52	2.2%	54	0.4%	36	213.75	24.1%	100.0%	543
20	20121800	Platelet-Aggregation Inhibitors	8,906.96	1.7%	64	0.4%	51	139.17	0.0%	0.0%	1,890
		GROUP TOTALS:	531,615.44		14,631			36.33	85.0%	100.0%	690,190

ATTACHMENT A

SUBMITTED DATES FROM 10/01/08 THROUGH 12/31/08

Rank	Class	Description	Net Drug Cost	Pct of Total	No Rx	Pct of Total	Members Served	Avg Net Drug Cost per Rx	Generic %	Generic Index	Total Qty
		CLIENT TOTALS:	531,615.44		14,631			36.33	85.0%	100.0%	690,190



# ATTACHMENT B

Updated 01-14-2009

<b>NORTH COUNTY</b>			
<b>Pharmacy</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>
Publix Pharmacy	200 Island Way	298-0939	298-8929
Publix Pharmacy	1555 Highland Ave S	443-7411	442-3882
Savon Pharmacy	2170 Gulf to Bay	441-8482	461-4386
Publix Pharmacy	857 West Bay Drive	518-7748	518-6678
Publix Pharmacy	5000 East Bay Drive	524-1243	524-8923
Savon Pharmacy	10500 Ulmerton Road	581-0440	585-7500
Publix Pharmacy	1229 Missouri Ave	588-4431	588-0431
Publix Pharmacy	1491 Main Street	736-2785	734-0433
Promise Pharmacy	31818 US 19 North	772-0500	772-0511
Publix Pharmacy	3400 East Lake Road	784-1413	784-1774
Publix Pharmacy	36301 East Lake Road	785-8837	786-1547
Publix Pharmacy	30535 US 19 North	787-8869	786-7062
Publix Pharmacy	33343 US 19 North	789-2879	787-4580
Publix Pharmacy	525 S Belcher Blvd	791-0169	791-0296
Publix Pharmacy	1921 N. Belcher	712-3480	712-3537
Publix Pharmacy	35439 US 19 North	771-9327	784-9143
Publix Pharmacy	2770 W. Bay Drive	586-0240	586-0312
Publix Pharmacy	13031 Walsingham Road	596-7489	595-3048
Publix Pharmacy	10411 Ulmerton Road	588-1291	588-1296
Tarpon Discount	742 S. Pinellas Ave	934-3400	934-3440
<b>South County</b>			
<b>Pharmacy</b>	<b>Address</b>	<b>Phone</b>	<b>Fax</b>
Center Pharmacy	6499 38 Ave North	344-3902	343-1356
Publix Pharmacy	6850 Gulfport Blvd	347-4526	347-4019
Publix Pharmacy	10801 Starkey Road	397-3105	397-9701
Publix Pharmacy	3501 49 Street North	520-0238	520-0815
Medicine Shoppe	6401 9 St. North	527-5778	526-6920
Publix Pharmacy	120 Carillon Parkway	540-1666	540-1671
Publix Pharmacy	7333 Park Blvd	546-7791	545-3773
ASAP Pharmacy	8609 66 St. North	548-9170	548-9172
Garon Pharmacy	8000 4 St. North	577-3170	578-2977
Publix Pharmacy	7999 9 Street North	578-5335	578-5424
Sweetbay Pharmacy	1734 22 St. South	823-2309	821-3101
Publix Pharmacy	5295 34 Street South	864-4512	867-4089
Neighborly Care	330 5 St. North	892-5781	892-5783
Publix Pharmacy	200 37 Ave North	895-7767	895-7731
Publix Pharmacy	3700-4 <sup>th</sup> Street North	521-3024	521-3051
Publix Pharmacy	3900-66 <sup>th</sup> Street North	343-9265	343-9358

**4. Suspension of Medical/Dental/Pharmacy Clients:**

- a. Clients enrolled in the department's Pinellas County Health Services' Medical Plan are expected to behave in a responsible and mature fashion in contracted medical and dental facilities, pharmacies, other contracted vendors and all Pinellas County Department of Health and Human Services facilities. Reports of inappropriate behavior are reported to the Client & Provider Relations Manager of the department.
- b. Reports or allegations of patient misbehavior will be reviewed by the department's **Client & Provider Relations Committee** consisting of the following persons:
  - Client & Provider Relations Manager - Chair
  - Healthcare Programs Coordinator
  - Medical Director
  - Medical Navigator (1)
  - Program Manager/Program Development & QA division
  1. The Client & Provider Relations Manager shall chair and coordinate meetings and activities of the committee.
  2. A quorum of three of the above shall be required to render a decision regarding a patient's suspension from the medical plan or issuance of a warning letter.
  3. The committee shall render a decision within three business days from the time the Chairperson advises the committee of the misbehavior.
  4. Meetings of the committee may be held in person, by phone conference, or email as determined appropriate and as time permits.
  5. An explanation of subjective suspension decisions should be recorded and retained by the Chairperson of the committee.



6. Based on the advice of the Medical Director, the committee may choose to withhold a suspension due to the patient's need for continuing medical care that can only be provided by the department. However, in such cases, a warning letter will be issued with further infractions resulting in a possible suspension.
  7. Any client suspended has the right to appeal the decision to suspend by following the department appeal process as delineated in Chapter 1 of the department Policy Manual.
- c. The committee has the responsibility for imposing the suspension, as determined appropriate, within the following suspension schedule:
1. Warning Letter - first offense
  2. 30 Day Suspension from plan - second offense
  3. 90 day suspension from plan - third offense
  4. 12 month suspension from plan - fourth offense
- d. The following **objective** activities or actions shall result in a penalty in accordance with the above schedule beginning with the Warning Letter and proceeding to the 12 month suspension:
- \* Failure to advise physicians of all prescription issues or medications utilized
  - \* Missing three consecutive medical or dental appointments in a six month period without proper, prior notification of the medical or dental office. Each subsequent offense shall be deemed a missed appointment and subject the client to the next level of suspension.
  - \* Discharge by three different Primary Care Providers for unacceptable behavior or failure to follow a plan of care. Each subsequent discharge shall be deemed an offense and subject the client to the next level of suspension.

The following **objective** activity shall result in suspension in accordance with the above schedule beginning with a 30 day suspension from the plan:

- \* Alteration of a prescription as verified by a pharmacist or physician

# ATTACHMENT C

e. The following **subjective** activities or actions shall result in suspension in accordance with the above suspension schedule at the discretion of the committee based on the individual circumstances of the offense. Any of the suspension options are allowable at the discretion and agreement of the committee:

- Disruptive behavior, including abuse of or threats towards the staff of a medical or dental facility, pharmacy, or County office or facility
- Abuse of medical identification card including misrepresentation to secure pharmaceutical drugs. Included in this category are attempts by a client of the department to secure excessive or inappropriate amounts of narcotic or other drugs (i.e. "polypharmacy" issues).
- Any illegal activity contrary to the best interests of the department and its medical and dental plans.

## Notes:

- Shoplifting, "scams", or other similar nefarious activities in a pharmacy or grocery store attached to a pharmacy is considered a law enforcement issue, the responsibility of the store or pharmacy, and should not result in a suspension of a client's medical or pharmacy benefits.
- Illegal or criminal activity may also be subject to criminal prosecution.
- Persons incarcerated in any correctional facility should be disenrolled immediately by the Client & Provider Relations Manager.

## E. Changing Primary Care Physicians

Enrolled patients wishing to change a Primary Care Physician after the initial selection should select a new physician from the available list after contacting the physician's office to ensure an appointment is available. After selecting the new physician, the patient should contact the department's Medical Quality Assurance staff who will complete the necessary data entry and coordinate issuance of a new I.D. card. Such changes are limited to two times in a twelve month period after the initial enrollment.