

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 269-5316

PHARMACEUTICAL SERVICES

Issue Date: December 9, 2014

Closing Date: JANUARY 15, 2015

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Carolyn Flores,
phone (559) 600-7112, e-mail countypurchasing@co.fresno.ca.us, or fax (559) 600-7126.

Check County of Fresno Purchasing's Open Solicitations
website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL
SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD
INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S)" ATTACHED.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING
STANDARD INSTRUCTIONS AND CONDITIONS FOR
REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification

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and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

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COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

The link below references the Fresno County Board of Supervisors Administrative policies that will apply to this Request for Proposal.

[Click here to view](#)

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OVERVIEW

The County of Fresno is requesting proposals from qualified vendors to obtain pharmaceutical services from a pharmacy, pharmacy chain or Pharmaceutical Benefits Manager (PBM) that have pharmacies or relationships with pharmacies throughout the County of Fresno, hereinafter referred to as County, for the purpose of filling prescriptions of adults and children who receive mental health services from the County's Department of Behavioral Health (DBH) and Department of Social Services (DSS). The selected Vendor shall work with the County to fill prescriptions for outpatient County mental health clients and provide better pricing advantages to the County. This Pharmaceutical Services Request for Proposal (RFP) is designed to obtain the lowest cost and best service to the County. **Vendors with experience providing prescription drug services and having worked with local governments are encouraged to respond to this RFP.**

Program Background:

DEPARTMENT OF BEHAVIORAL HEALTH (DBH)

DBH provides outpatient mental health treatment to severely mentally ill adults and severely emotionally disturbed children in Fresno County through its System of Care Outpatient Clinics. Outpatient mental health clinics are located throughout metropolitan and rural areas of Fresno County. A list of DBH's current clinics is shown in **Exhibit A** (this list may be modified from time to time).

DBH provides a continuum of mental health treatment and services to the County's target populations (Adult/Children), with the ultimate goal of wellness and recovery through the stabilization of the client's mental health status to the lowest possible or least restrictive level of care for successful transition back into the community, or discharge from treatment. During Fiscal Year (FY) 2012-13, DBH treated 21,587 unique clients (adult and children) with outpatient mental health services. DBH anticipates purchasing approximately \$160,000 of prescription medications during FY 2014-15. This amount is not a guarantee of contract expenditures, but only an estimate based upon historical data.

DEPARTMENT OF SOCIAL SERVICES (DSS)

DSS provides medication assistance to children involved in Child Welfare Services. Child Welfare Services are in place to support children and families who face challenges that put the safety and well-being of children at risk. Services can be provided to children when living in the family home or when necessary for safety, in the home of a Substitute Care Provider such as a relative or foster parent.

The need for medication services at DSS usually occurs after hours (after 5:00 p.m. M-F, and all day on Weekends) when a child is in need of medications but is not Medi-Cal eligible and has no other funding source. DSS reviews the medications needed by the child and contacts a local pharmacy to fill the prescription. DSS pays for medications at pharmacies throughout Fresno County using a Payment Authorization Form to be provided by the selected vendor through this Pharmaceutical Services RFP. A variety of medications are purchased to treat both physical and mental illness. DSS seeks to contract with a vendor that has established business relationships with pharmacies throughout Fresno County. Prescriptions must be filled in a timely and efficient manner.

DSS anticipates purchasing approximately \$10,000 of medication annually to serve 25-50 children. This amount is not a guarantee of contract expenditures, but only an estimate based upon historical data.

AFFORDABLE CARE ACT

It should be noted with implementation of the Affordable Care Act, there may be additional clients in need of medications. For this reason, additional medication may be required. To allow for this, DBH and DSS anticipate an annual expenditure of up to approximately \$250,000 towards prescriptive medication services provided by the selected Vendor.

Pharmaceutical Management:

The selected Vendor shall contract with pharmacies throughout the County to fill pharmaceutical prescriptions at a discounted rate for adults and children receiving mental health services from DBH and DSS. The majority of these prescriptions will be for psychotropic pharmaceuticals; however, prescriptions may also allow for treatment of side effects related to using psychotropic medications as well as physical health related medications. Pharmaceuticals will be restricted to those drugs listed on the County's Formulary, attached as **Exhibit B**. The selected Vendor will be required to provide a formulary override process.

County desires to obtain these services from a single pharmaceutical firm or Pharmaceutical Benefits Manager (PBM) that have pharmacies or relationships with pharmacies throughout Fresno County and throughout the State for the purpose of filling prescriptions for the targeted populations.

The term of the Agreement with the selected Vendor will be for three years with the option of two (2) additional one-year (1) extensions. Vendor's discount level and dispensing fee of pharmaceuticals shall be fixed during the contract period, and applied to any new drug added to the formulary or a prior authorized drug.

The objectives of this Request for Proposal (RFP) are:

- 1) To obtain the lowest total cost for prescription medications and best service for Fresno County.
- 2) To provide clients access to pharmacies throughout Fresno County.
- 3) To provide an efficient and effective method for the County to manage the prescription process.
- 4) To implement and maintain a pharmaceutical reporting process provided by the selected Vendor for the administration of the County's Adult and Children's Mental Health and Social Services systems.

KEY DATES

RFP Issue Date:	December 9, 2014
Vendor Conference: <i>Vendors are to contact Carolyn Flores at (559) 600-7110 if planning to attend vendor conference.</i>	December 22, 2014 at 10:00 A.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFP:	December 23, 2014 at 4:00 P.M. Fax No. (559) 600-7126 E-Mail: CountyPurchasing@co.fresno.ca.us
RFP Closing Date:	January 15, 2015 at 2:00 P.M. County of Fresno Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

	Has submitted information identified as Trade Secrets in a separate marked binder.**
(Company Name)	
	Has <u>not</u> submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.
(Company Name)	

ACKNOWLEDGED BY:

	()	
Signature		Telephone
Print Name and Title	Date	
Address		
City	State	Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

*** Note: This form/information is not rated or ranked in evaluating proposal.**

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the Proposal Identification Sheet.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or

unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, 4441 E. Kings Canyon Road, Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS

Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599.

Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On December 22, 2014 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Carolyn Flores at County of Fresno Purchasing, (559) 600-7112, if they are planning to attend the conference.

NUMBER OF COPIES: Submit one (1) original, with two (2) *reproducible compact disc enclosed and eight (8) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

***Bidder shall submit two (2) reproducible compact disc (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.**

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than December 23, 2014 at 4:00 p.m. Questions must be directed to the attention of Carolyn Flores, Senior Buyer.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to CountyPurchasing@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

SCOPE OF WORK

I. Introduction

The County of Fresno, through its Department of Behavioral Health (DBH), provides mental health services to severely mentally ill (SMI) adults and severely emotionally disturbed (SED) children within Fresno County. The Department of Social Services (DSS) provides medication assistance to children involved in Child Welfare Services within Fresno County. This Request for Proposal (RFP) is designed to obtain the lowest cost pharmaceutical prescription drug services for Fresno County clients at the lowest cost. Vendor may be a pharmacy, pharmacy chain or a Pharmaceutical Benefits Manager (PBM). **Vendors with experience providing prescription drug services to local governments are encouraged to submit their proposal.**

The Department of Behavioral Health has clinics throughout Fresno County. The following are the geographic service regions:

1. East County – Sanger, Selma, Reedley, Parlier and surrounding communities
2. Central County – Fresno, Pinedale, Clovis and surrounding communities
3. West County – Kerman, Coalinga, Huron, Five Points, Firebaugh, Mendota, San Joaquin and surrounding communities
4. North County – Friant, Auberry, Prather, Shaver Lake, and surrounding communities

II. Program Background:

DBH psychiatrists write an average of 1,600 medication prescriptions annually, including refills. The average annual cost of medication for both departments is approximately \$170,000. However, this amount only provides an estimate. The County has included ***Exhibit C*** – Top National Drug Code (NDC) by Volume for reference. The County does not guarantee any minimum amount of medications that may be purchased from the selected Vendor. This amount may change in the future as the County reorganizes service delivery to increase efficiency.

Department of Behavioral Health (DBH)

DBH provides outpatient mental health treatment to severely mentally ill adults in Fresno County through its Adult System of Care outpatient clinics and to severely emotionally disturbed children through its Children's System of Care. The outpatient mental health clinics are located throughout metropolitan and rural areas of Fresno County.

DBH provides a continuum of mental health treatment and services to the County's adult target population, with the ultimate goal of wellness and recovery through the stabilization of the client's mental health status to the lowest possible or least restrictive level of care for successful transition back into the community, or discharge from treatment. DBH treated 21,587 unique clients (adults and children), providing both inpatient and outpatient mental health services in Fiscal Year (FY) 2012-13. DBH anticipates spending approximately \$160,000 annually for the purchase of medication related to the resulting Agreement produced from this RFP. This amount is not a guarantee but only an estimate based upon historical data. DBH also operates the Crisis Assessment Intervention & Resolution Center (CAIR) which operates 24 hours per day, 7 days per week. Prescriptions for children are generated by the CAIR and the Intensive Outpatient Program. Both of these

children's mental health programs are currently located at the Heritage Center facility: 3133 N. Millbrook, Fresno CA, although these locations may change during the contract period associated with this RFP. The CCAIR also orders stock medications on a month to month basis, but may require access to prescriptions services at any time of day or night. Prescriptions must be filled in a timely and efficient manner.

Department of Social Services (DSS)

DSS provides medication assistance to children involved in Child Welfare Services. Child Welfare Services are in place to support children and families who face challenges that put the safety and well-being of children at risk. Services can be provided with the children as they live in the family home or when necessary for safety, in the home of a Substitute Care Provider such as a relative or foster parent. DSS also refers children to the CCAIR program.

The need for medication services at DSS usually occurs after hours (after 5:00 p.m. M-F, and all day on Weekends) when a child is in need of medications but is not Medi-Cal eligible and has no other funding source. DSS reviews the medications needed by the child and contacts a local pharmacy to fill the prescription. DSS pays for medications at pharmacies throughout Fresno County using a payment authorization form provided by the vendor selected through this Pharmaceutical Services RFP. DSS anticipates purchasing approximately \$10,000 worth of medications per year to serve 25-50 children. This amount is not a guarantee of contract expenditures, but only an estimate based upon historical data. A variety of medications are purchased to treat both physical and mental illness. DSS seeks to contract with a Vendor that has established business relationships with pharmacies throughout Fresno County. Prescriptions must be filled in a timely and efficient manner.

AFFORDABLE CARE ACT

It should be noted with implementation of the Affordable Care Act, there may be additional clients in need of medications through County. For this reason, additional medication may be required. To allow for this, DBH and DSS anticipate an annual expenditure of up to approximately \$250,000 towards prescriptive medication services provided by the selected Vendor.

III. RFP Desired Outcomes

- A. **Cost Containment:** The Vendor shall provide the lowest possible pricing using whichever source, sources and/or methods necessary to provide appropriate medication for the medically indigent DBH and DSS clients who lack any third-party insurance or Medi-Cal.

Vendor shall utilize the lowest cost generic medications approved by the Federal Food and Drug Agency (FDA). Brand names are to be used only when generic medications are not available.

Vendor shall develop a drug utilization review and notification program for prescribing DBH physicians to ensure prescribed medication is appropriate in dosage, frequency, and compatibility with other medications, e.g. drug-to-drug interaction audits. This program shall be subject to approval of the DBH.

Vendor shall advise County when less expensive medication plans become a more viable form of treatment.

- B. Information Management/Reporting:** Vendor shall provide monthly reports and online access to DBH and DSS and information pertaining to costs, usage, clients, providers, rebates from pharmaceutical companies, and medication dispensed.

Vendor shall maintain a centralized consumer medication profile for all clients with a history of all prescriptions filled, prescribing doctors and payment method, pharmacy where meds were picked up, and client demographics.

Vendor shall work with the DBH Information Systems staff to decide on the best way to create a file for DBH and client database by utilizing either a point-of-sale system or by monthly uploading of consumer eligibility, and downloading of the invoice claims (e-mail, tape, diskette, CDROM, or other format as mutually agreed upon).

The following are examples of desired information to be provided by Vendor on a monthly basis to the DBH:

1. Total prescription costs/credits per program or clinic designated by the County with cost center numbers
2. Usage and prescribing patterns
3. Report of specific medication usage by dosage by client, when requested by DBH
4. Number of unduplicated (unique) individual clients using services
5. All dispensed medications and dosages by physician
6. Number of invalid claims filed and processed
7. Number of complaints filed
8. Cost data per patient
9. Cost per Group and Cost Center
10. Customized management reports as requested by the County
11. Monthly financial utilization reports, applicable to DBH needs
12. Any incidents involving medication which could adversely affect a consumer and the investigative and corrective actions that were taken
13. Vendor shall provide examples of reports in their submitted proposal. Reporting formats should be flexible to provide for new medications released by the FDA, revised guidelines created by the DBH, etc.

- C. Consumer Access:** Vendor shall provide as many pharmacy sites as feasible for medication availability for outpatient clients treated throughout Fresno County. The selected Vendor will not be required to open an in-house pharmacy at any county clinic.

- D. Legal and Regulatory Requirements:** Products and services shall meet the quality and packaging standards, and all other requirements of the State Board of Pharmacy. In addition, vendor shall maintain all licenses and certificates required by any local, State or Federal rules and regulations.

- E.** Vendor shall list cost under Cost Proposal for disposing any outdated or damaged drugs for DBH.

IV. County's Responsibilities

DBH agrees to provide the following information:

- A. Update consumer eligibility as mutually agreed upon.
- B. County formularies.
- C. Identify needed support reporting for County Departments.
- D. Indicators on eligibility files (e.g. Medi-Cal or other files defined by the County) when available.
- E. The County will designate a point of contact for the duration of the contract to whom all vendor communications may be addressed.
- F. Current list of County's prescribing physicians

V. Closed Physician Network

- A. **The County's DBH will have a closed physician network for all DBH Groups/Programs.**
- B. **The County's DSS will have an open network for the Child Welfare program.**
- C. **County will not pay for medication prescribed by a physician not duly authorized by the County.**

The County will notify the Vendor if/when changes to the list of physicians occur.

VI. Department Medication Formulary

- A. **DBH will use a medication formulary** for all medication prescribed unless pre-authorization is granted by DBH.
- B. **DSS will not use a formulary** for any of its programs.

**THE SELECTED VENDOR MUST MEET THE FOLLOWING
REQUIREMENTS AND PROVIDE A DETAILED RESPONSE THAT
DESCRIBES VENDORS PLAN TO ADDRESS ALL OF
THE FOLLOWING SECTIONS (VII THROUGH XVII)**

VII. Pharmaceutical Management

The selected Vendor shall contract with pharmacies throughout Fresno County to fill pharmaceutical prescriptions at a discounted rate for severely mentally ill adults and severely emotionally disturbed children. The majority of these prescriptions will be for psychotropic pharmaceuticals; however, prescriptions may also be allowed for treatment of those side effects attributed using a psychotropic medications and some health medications with prior authorization. Pharmaceuticals for DBH will be restricted to those drugs listed on County's formulary.

A. Retail Pharmacy Network

1. Maintain contractual relationships with pharmacies throughout Fresno County for the term of the contract.
2. Contracted pharmacies shall provide consultations for all new prescriptions as required by Federal and State rules and regulations.
3. Have the ability to provide a County payment indicator called Uniform Method for Determining Ability to Pay (UMDAP) to the contracted pharmacy that identifies County as the primary payer for UMDAP eligible mental health clients.
4. Have the ability to provide a Prescription Assistance Program indicator or flag to the contracted pharmacy for clients denied access to prescriptions to be filled through the County's assistance programs.
5. Contracted pharmacies shall accept prescriptions by all allowed methods in accordance to State and Federal rules and regulations.
6. Network Options – The vendor shall offer its most commonly used retail pharmacy network. The vendor shall submit a complete current list of its network of retail pharmacies.
7. Chain Pharmacies – For the network arrangement proposed, vendor shall identify which national or major regional chains are included in the Fresno County area.
8. Network Coverage – For the proposed retail pharmacy network, vendor to provide a GeoAccess analysis using all zip codes that include Fresno County. The following standard shall be used: Two pharmacies within five miles of every zip code.
9. Systems Interface – Describe the systems and processes in place to support eligibility determination, messaging, and communication with participating pharmacies. Be specific in describing the type of information provided to and required from the pharmacy at the time of eligibility verification.
10. Retail Pharmacy Scripts – Describe the editing and messaging process that will be used and how you ensure that only qualifying prescriptions will be filled.
11. Contract – If Vendor is a PBM, attach a copy of your standard pharmacy contract with your contracted pharmacies, including payment terms and conditions.

B. Administration

1. Maintain, update, and manage consumer eligibility when information is provided by DBH.
2. Perform eligibility updates to consumer data with input from County.
3. Update consumer eligibility files within a mutually agreed upon timeline after receiving updates from the County.
4. Maintain history for each consumer available for immediate, direct access by the County during the term of the Agreement.
5. Maintain all data records either on or off-line for a minimum of seven (7) years, in accordance to State and Federal rules and regulations.
6. Provide an override process to allow the County the ability to fill non-formulary drugs when needed.
7. Demonstrate the ability to administer the County's eligibility requirements: (a) client must be County client; and (b) each script must be prescribed from an authorized County provider and (c) each drug must be on the County's formulary for DBH.
8. Support a centralized, consolidated billing process that also provides line item detail for all drug expenditures for each Group as defined by County. Invoicing must be detailed enough to determine each Group's spending by specific drug description, National Drug Code (NDC), consumer information, name, physician, Group ID and Plan ID (as defined by the County), Pharmacy, Rx number, if new or a refill, date filled, metric quantity, day's supply and billed amount.
9. Comply fully with systems, processes, procedures, and policies with current Federal HIPAA Privacy and Security requirements as well as State confidentiality regulations for the collection, maintenance, use and transmission of protected information. Vendor must fully adhere to the most restrictive regulation for the protection of information.

C. Account Management and Customer Service

1. Identify an account manager who will be responsible for the overall contract responsibilities and will have administrative authority under this contract.
2. Sufficient vendor staff to resolve day-to-day problems and answer queries will be provided for customer service via a toll free number for participating pharmacies and for County staff.
3. Prescription orders and arrangements for language/cultural assistance, (*i.e.*: translations/interpretations) will be provided via written, fax, and/or telephone requests from staff, acting as agents of the assigned licensed physician. Vendor shall provide prescriptions in accordance with State Board of Pharmacy Regulations.

D. Audits

The County reserves the right to perform cost audits on invoices and make any adjustments required to correct errors. Corrections shall be made not more than sixty (60) days after notification to correct is received from County.

VIII. On-line Queries

Vendor shall meet the following requirements:

- A. Provide the County the ability to query online claim data history for creating additional custom reports on an as needed basis.
- B. Provide the County the ability to query online of specific medication usage by dosage by client.
- C. Maintain the capability to provide monthly detailed prescription drug claims data to County.
- D. Ensure the output of any reporting system can be exported to Microsoft compatible software.
- E. Provide access to technical support staff who can respond to questions concerning the use of any proposed reporting system.

IX. Medi-Cal

Vendor shall meet the following requirements:

A. Medi-Cal Eligibility and Billing

Clients receiving medication as medically indigent often become eligible for Medi-Cal. Vendor shall be responsible for billing Medi-Cal when the client is Medi-Cal eligible. Medi-Cal eligibility for clients may remain consistent or may fluctuate from month-to-month. On a monthly basis, County will notify the vendor when a client becomes eligible/ineligible for Medi-Cal. Medi-Cal eligibility can be determined retroactively and vendor shall be required to back-bill Medi-Cal and adjust invoices accordingly up to 12 previous months.

B. Treatment Authorization Request (TAR)

For DBH and DSS clients who are Medi-Cal eligible, the vendor shall assume responsibility for Treatment Authorization Request (TAR) submission of Medi-Cal covered drugs, non-covered medications, and situations involving over six (6) prescriptions per client. Since payment for Medi-Cal eligible clients will be denied by the County, the vendor will be reimbursed for subsequent charges once the vendor provides verification of the TAR denial from the State.

C. Medi-Cal Report

Vendor shall submit a monthly Medi-Cal report containing claim detail on County clients that are being invoiced to the County because of Medi-Cal ineligibility or rejection. The vendor shall provide information that addresses retroactive Medi-Cal eligibility, the dates and amounts of claims that will be credited to the County for expenditures that will be retroactively eligible for Medi-Cal reimbursement. In addition the following shall also be included:

- 1. Date Claim paid by County
- 2. Date Claim paid by Medi-Cal
- 3. Date Claim credited to County
- 4. Original invoice number and date the original charge is reversed and credited to the Department's program cost center.

X. Rebates

- A. Rebate Reimbursement - vendor shall reimburse County for rebates received on medication paid for by the County.
- B. Rebate Guarantees – vendor to state if you can guarantee the level of rebate quoted for each drug.
- C. Rebate Payment Frequency – vendor to state how often it will make rebate payments.
- D. Rebate Timing – vendor to state how long it will take for County to receive the rebates generated through the program.
- E. Vendor shall submit a report that will clearly detail the rebates issued to the County. The first rebate report is due the month following the first issuance of rebates to the County. Thereafter, a rebate report will be provided based on the agreed upon rebate payment schedule. In addition, the following shall be included:
 - 1. Percentage of rebate passed on to County listed by Drug Name
 - 2. Date(s) rebate(s) is incurred by Drug Company name
 - 3. Dollar amount of rebate(s) by Drug Company name
 - 4. Amount billed to manufacturers, by manufacturer, by Drug as well as amount of rebate collected for each quarter of every year.

XI. Training

The vendor shall provide the following training to County staff:

- A. Provide comprehensive training on all aspects of data reporting and system usage including but not be limited to specific software and querying of data for reports.
- B. Training must be available to County staff at a minimum once a year for each term of the contract.
- C. Training will be at no cost to the County.
- D. Vendor shall provide all training materials. The training materials must be made available in either hard copy or online in printable format. The Vendor shall update the training materials on an ongoing basis as technology and needs change throughout each term of the contract.
- E. Vendor shall be responsible for all costs, including but not limited to travel and material, associated with providing training to County staff.

XII. Invoicing

- A. Vendor shall work to appropriately bill, including back-bill for prior invoices, all prescriptions that may be eligible under an alternate payer. **The County will always be the payer of last resort.**
- B. Vendor will provide DBH with invoicing grouped by Group # and Plan ID # (cost center) or as directed and defined by the County for each program as each program has budget responsibility for the cost of drugs prescribed and dispensed to its clients.

Each Department (DBH and DSS) are to receive an invoice from vendor that will include charges broken down by group and plan ID (cost center).

- C. Invoices shall be submitted monthly by Vendor as both a paper claim and as a data download.
- D. Invoices shall be accurate and timely and contain all information requested by the County. Vendor is to submit accurate monthly invoices that shall be received by County no later than the 10th day of the preceding month.
- E. Vendor shall maintain history of all invoices, adjustments, and credits during the term of the agreement.
- F. Each line item on the invoice shall include the following information:
 - 1. Contract Number
 - 2. Group ID number, as defined by the County
 - 3. Plan ID Number, as defined by the County
 - 4. Client Name and Date of Birth
 - 5. Client DMH # (provided by the County)
 - 6. Prescribing Physician's Name
 - 7. Prescribed Drug, dosage, strength, NDC #, date dispensed
 - 8. The number of units dispensed for each drug/dosage.
 - 9. The contract cost per unit for each drug/dosage.
 - 10. Contracted price for each drug dispensed.
 - 11. AWP at the time of sale
 - 12. Discounts
 - 13. Administrative Fee
 - 14. Dispensing Fee
- G. Vendor will be required to bill all payer sources, including retroactive Medi-Cal, as required, and credit the County to the appropriate original invoice.
- H. Vendor shall have the ability to provide invoice adjustments or credit memos on a separate invoice from the current monthly invoice that will reference the original invoice.

Vendor shall provide a current invoice and a secondary invoice detailing past invoices with line items outstanding due to a client having become Medi-Cal eligible, etc. Vendor shall appoint their Accounts Receivable representative to work with County staff to resolve payment issues both on the current and the secondary invoice on an ongoing monthly basis.

- I. County reviews all invoices for accuracy. Payments to vendor for inaccurate invoices may be delayed or suspended until vendor submits a correct invoice. County shall make payment to vendor upon verification of the accuracy of the invoice.

- J. County shall not pay dispensing or administrative fees when a claim is denied by the County due to other payer source eligibility.
- K. Vendor shall provide an example of an invoice in the proposal submitted.
- L. **Invoice Reconciliation** – Vendor’s Account Manager will work with individual DBH Group representatives to resolve aged receivables balances on a **monthly basis**. This will include issues related to Medi-Cal or any other billing/payment concerns or aged receivables.

XIII. Patient Assistance Program (PAP)

Vendor may be requested to provide storage and re-packaging of available medication acquired through drug manufacturer’s Patient Assistance Program (PAP) as directed by the County. Vendor PAP dispensing fee, if any, shall be stated in vendor’s Cost Proposal.

At this time, clients thought to be eligible for a PAP are interviewed by DBH staff for eligibility criteria established by the various Drug Manufacturers. A client’s application is sent to the Manufacturer and if/when approved, a client’s medications are shipped directly to DBH. DBH nurses in turn dispense the medications to the client in accordance with all State approved guidelines.

XIV. Technical Requirements

Vendor must clearly describe its technical capabilities to administer the County’s mental health prescription program. Vendor to provide specific insights into the systems, processes and expertise bidder possesses to ensure the highest level of performance in accordance with the County’s requirements.

Vendor shall ensure proposed software products are available to DBH twenty-four hours per day, 365 days per year, via a Web browser interface.

Vendor’s contracted pharmacies shall have software that is “SureScripts” certified. In addition, the vendor’s network of contracted pharmacies shall be certified to receive new prescriptions and able to send electronic refill requests (specifically electronic, not by fax) via the Pharmacy Health Information Exchange, operated by SureScripts.

XV. Utilization Management

- A. Concurrent Drug Utilization Review (DUR) - Vendor must briefly describe its concurrent DUR program including the clinical and administrative edits used and how they are applied. How often are the edits updated? (i.e., less frequently than quarterly, quarterly, or more frequent than quarterly?)
- B. Retrospective Drug Utilization Review (RDUR) – Vendor must describe its online RDUR program and the types of reports available to County’s DBH Medical Directors to review prescribing patterns. Vendor shall have ability to provide reports that will allow the County to review its drug usage data (prescriber, patient, drug, dosage, date of dispense). Vendor to specify edits and guidelines it will use for RDUR.
- C. Generic Substitution – County mandates a generic substitute for brand name drugs whenever possible. Vendor shall be required to administer a mandatory generic substitution for the drugs covered under the Fresno County mental health drug program.

- D. Prior Authorizations (PA) – Vendor to describe its PA program capabilities including how it functions and the PA's ability to target selected drugs.
- E. Ad-Hoc Reports – Vendor to describe its ability to provide ad-hoc reports that are not standard pre-formatted. Will this report be available online to County? If not available online, how long will it take to provide any requested information to County?

XVI. Formulary Management

- A. Formulary – Review the list of covered drugs. The Vendor shall administer this list as a Formulary (Exhibit A – Formulary) and if there is a generic available, only the generic will be dispensed. Vendor to describe its override process, what that process is and the time estimated to process an override or seek pre-authorization. Vendor to indicate if it possesses the ability to provide reports on all the drugs prescribed that were not on the formulary.
- B. Limitations/Constraints – Vendor to describe any limitations or constraints in administering the County's formulary. Vendor to propose solutions to work around these limitations/constraints.
- C. Formulary Updates/Changes – Vendor to describe its ability to accommodate changes, deletions, and additions to the formulary. Outline the steps necessary to implement formulary changes.
- D. Vendor to specify the amount of time within which you can incorporate formulary changes after receipt of notification.

XVII. Client Eligibility

- A. County can provide a monthly recurring eligibility feed that includes all of Fresno County to the vendor selected to administer this program. Can vendor accept data in any format provided by County? If specific, provide detail.
- B. County updates its eligibility on a continuous basis. Can vendor accept daily/nightly batch downloads of eligibility changes?
- C. County requires vendor to provide a web-based online access to vendor's claims adjudication systems for such functions as eligibility updates and reporting requirements to allow County staff to make real-time immediate online eligibility updates for its clients.
- D. To track online eligibility, is vendor able to provide online capability to allow County staff to track all claim information for clients, including denied medications?
- E. Eligibility Reconciliation – vendor to describe process and timing for reconciling eligibility discrepancies between vendor system and the County's.
- F. Medi-Cal eligibility – vendor to describe the extent to which its system can support messaging of Medi-Cal eligibility information to retail pharmacies.
- G. County will authorize every new prescription each time a script is given, as each County authorization will only be one prescription and a maximum of two subsequent refills. Vendor **and contracted pharmacies shall terminate member eligibility every time a prescription and any accompanying refill(s) have been filled.**

XVIII. Customer Service

It is the County's expectation that questions, issues, or problems that may be encountered concerning the provision of services to clients will be managed directly through County's staff; it is not expected that clients will be contacting the Pharmacy Benefits Manager directly.

- A. Customer Service Facility – vendor to indicate the facility(s) where you propose to support the claims and customer service for this business. Indicate the hours of operation in Pacific Standard Time.
- B. Customer Service Team – vendor to describe how Customer Service representatives (CSRs) will be assigned to the County account. Describe how staff will be trained to handle the special needs (i.e. nature of the population, limited formulary) of the County's DBH, and identify what back-up resources will be in place.

XIX. Account Management

- A. Account Management Performance Approach – Describe how account management service performance is measured, tracked and reported (e.g. timeliness in the return of phone calls, timeliness in resolving problems).
- B. Account Manager Commitment and Resume – vendor must provide a resume of the designated Account Manager (include education background and work experience).
- C. Monthly Meetings – vendor must host a monthly meeting. As part of the meeting, the County will measure customer satisfaction by using customers' satisfaction survey during the term of the contract. Identified areas where service levels can be improved will be presented to the Vendor.

Vendor must agree to work with the County in resolving identified issues resulting from the forums or other sources regarding customer satisfaction. Vendor and the County's contract manager will work together to continually monitor the success levels of this contract and resolve issues at the earliest.

These monthly forums will be changed to quarterly forums after any initial operational issues are identified and resolved.

- D. Implementation – As part of the proposal, vendor shall provide a detailed implementation plan that includes activities, timelines and responsibilities.
- E. Transition – Describe potential issues that will need to be addressed in making the transition for clients from the current PBM to your program. What information and/or support will you require from the County to successfully complete this transition, including how refills and new prescription related issues will be handled?

XX. Reporting

- A. Standard reporting – The County prefers electronic reports. Vendor will describe its standard (no additional cost) account reporting tools available to the County, including the frequency of updates and the methods of accessing/receiving these reports (e.g. web portal, electronic, etc.).
- B. Regional reporting – it is the County's expectation the vendor will support reporting at group and cost center levels as well as consolidated reporting for both county departments. Vendor must describe how they will meet this requirement.

- C. Ad Hoc Reporting – Vendor must provide ad-hoc reporting capability. Vendor to describe available ad-hoc and other reporting capabilities and tools. Is there an additional cost associated with ad-hoc reports and if yes, what is the cost?
- D. Technical Support – Will you provide technical support in the use of your reporting tools to the County at no cost? If yes, include the hours of operation (in Pacific Standard Time) and days available for technical support.
- E. Vendor will support reporting at the Group and Plan ID (cost center) levels as defined by the County as well as consolidated reporting for all of County's clients which will be accessed by County's designee(s).

XXI. Medi-Cal Billing

- A. Clients receiving medication as medically indigent often become eligible for Medi-Cal retroactively and their Medi-Cal eligibility could fluctuate from month-to-month. The vendor will be notified when a client becomes eligible/ineligible for Medi-Cal as described below. As Medi-Cal eligibility can be determined retroactively, vendor shall be required to back-bill Medi-Cal for such clients and adjust County invoices accordingly.
- B. The vendor shall ensure only prescriptions for indigent clients are billed to DBH and unless a Medi-Cal denied TAR/deferred TAR x 2 is provided, or the client has not met his/her monthly Medi-Cal Share of Cost (SOC).
- C. The vendor shall adjust invoicing every month when a client may become eligible for Medi-Cal retroactively or has Medi-Cal terminated and may become Medi-Cal eligible again.
- D. For DBH clients who are Medi-Cal eligible, the vendor shall assume responsibility for Treatment Authorization Request (TAR) submission of Medi-Cal covered drugs, non-covered medications, and situations involving over six (6) prescriptions per client. Since payment for Medi-Cal eligible clients will be denied by the County, the vendor will only be reimbursed retroactively for charges when vendor provides verification of the TAR denial to County from the State.
- E. Medi-Cal Coordination of Benefits – vendor to describe its process for coordination of payment obligations to ensure Medi-Cal pays for covered drugs dispensed to Medi-Cal eligible clients. Vendor to include a description of the type of emails/messages that the retail pharmacy would receive in this situation.

XXII. DELIVERIES

Deliveries of medications may be required

XXIII. OTHER REQUIREMENTS

- A. Prescriptions are to be filled for a thirty (30) day supply, unless otherwise indicated.
- B. Prescriptions for clients shall be prepared in the same manner as that used for the general public using a bubble pack card whenever possible. Some facility sites may need prescriptions prepared in a specific manner as indicated in Specific Requirements Cost Containment.
- C. Generic substitutions in prescriptions are required unless specified otherwise by a licensed physician or if the substituted generic drug is not available

- D. The vendor shall utilize the lowest cost generic and brand name meds.
- E. The County may also use the pharmaceutical services for clients being served by contracted agencies.
- F. Services being requested in this RFP may be subject to change as County Departments undergo change and reorganization in service delivery. County will disclose any such changes as they occur.

COST PROPOSAL

Vendor Name: _____

Vendors are to complete all cost proposal pages and return with your proposal.

Contracted pharmacy shall bill based on the published (Medical Economics, Drug Topics, Red Book) Average Wholesale Price (AWP) minus a percentage. Any additional costs such as minimum per prescription, dispensing fees, and administrative fees should be included. Prices should not be based on acquisition costs. Identify all cost components of total charges.

The County is interested in receiving medication for County clients at the most economical rate.

Costs for pharmaceuticals and the cost of any services such as developing any Information System and subsequent reporting must be provided separately.

List the cost separately for the disposition of all expired or damaged medications if the vendor can provide such services.

The maximum amount to be paid by the County under this RFP shall not exceed \$250,000 annually.

AWP Publication Name: _____

Explain advantages of using this reference book as opposed to other publications:

Percentage discount for medication off the AWP cost:

Brand Name	_____ %
Generic	_____ %
Minimum cost per prescription	\$ _____
Administrative cost/management fee	\$ _____
Dispensing fees	\$ _____
Disposal fee for expired meds	\$ _____
STAT charges, if any	\$ _____
Other (explain what services are included in "Other" and the charges/costs associated with services).	\$ _____

PRICING INSTRUCTION SHEET

Each bidder is provided with a "Pricing" Excel spreadsheet (**Exhibit D**). Each bidder is required to fill out the attached spreadsheet and provide all requested information. Bidders are to utilize formulas within the excel sheets to arrive at the requested figures. Each bidder's completed spreadsheet shall be accompanied by a narrative statement which delineates the methodology utilized to arrive at the requested figures. Pricing for Brand and Generic medications by NDC shall be disclosed on the attached spreadsheets. Bidders are allowed to modify the spreadsheet to assist in providing the requested information.

Example:

Sample List of Brand Name Medications	NDC	Annual Prescriptions	Unit price per pill after percentage discount	admin cost	avg monthly supply	cost of 30 day prescription plus admin fee	overall cost	medispan list pricing	MAC pricing (if applicable)
1. Abilify Tab 10 mg	59148000813	149	\$1.7854	\$1.50	30	\$55.06	\$8,203.94	\$2.10054	

In the example above, the Medispan list pricing was \$2.10054 per pill and the percentage discount off AWP was 15% resulting in a per pill price of \$1.7854 per pill. When we multiplied the discounted per pill price (\$1.7854) times the monthly supply (30) we arrived at \$53.56 and when we added the admin cost (\$1.50) the resulting 30 day prescription cost plus admin fee was \$55.06. By multiplying the 30 day prescription plus admin cost figure (\$55.06) by the annual prescriptions (149) we arrived with an overall cost of \$8,203.94.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.

V. TRADE SECRET:

A. Sign where required.

VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VII. REFERENCES

VIII. PARTICIPATION

IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

X. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
- G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination

4. Contact person and telephone number for agency
- H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 1. Location filed, name of court and docket number
 2. Nature of the lawsuit or legal action
- I. Describe any payment problems that you have had with the County within the past three (3) years:
 1. Funding source
 2. Date(s) and amount(s)
 3. Resolution
 4. Impact to financial viability of organization.

XI. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.

XIII. CHECK LIST

AWARD CRITERIA

COST

- A. As submitted under the "COST PROPOSAL" section and Pricing Worksheets (***Exhibit D***).

CAPABILITY AND QUALIFICATIONS

- A. Bidder's comprehensive response and description of services to be provided address all the areas identified in the RFP. Bidder's proposed services satisfy the County's needs to an acceptable degree.
- B. Bidder provides demonstrated knowledge and awareness of the problems associated with providing the services proposed and demonstrates knowledge of laws, regulations, statutes and operating principles required to effectively provide this service.
- C. Bidder's degree of demonstrated experience in providing the desired services within a California County.
- D. Bidder's degree of demonstrated experience in billing and back-billing Medi-Cal and other third party health insurance providers.
- E. Bidder's demonstrated ability to provide pharmaceuticals for mental health clients.
- F. Bidder's staff experience as exhibited in the resumes of the bidder's licensed staff.
- G. Bidder's ability to describe their proposed method for compliance (i.e. subcontractor, alternatives, options, exception, etc.) in response to this RFP.

MANAGEMENT PLAN

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ The Request for Proposal (RFP) has been signed and completed.
2. _____ Addenda, if any, have been completed, signed and included in the bid package.
3. _____ One (1) original plus eight (8) copies of the RFP have been provided.
4. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
5. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
6. _____ The completed *Participation Form* as provided with this RFP.
7. _____ The completed *Reference List* as provided with this RFP.
8. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
9. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No. 269-5316

Closing Date: January 15, 2015

Closing Time: 2:00 P.M.

Commodity or Service: Pharmaceutical Services

Return Checklist with your RFP response.

EXHIBIT A
PROGRAM LOCATIONS

FRESNO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

**PROGRAM LOCATIONS WHERE
MEDICATION DELIVERIES MAY BE REQUIRED**

OUTPATIENT METRO SERVICES

**4441 E. Kings Canyon Road
Fresno, CA. 93702**

CRESTWOOD PSYCHIATRIC HEALTH FACILITY

**4411 E. Kings Canyon Road
Fresno, CA. 93702**

CHILDREN'S MENTAL HEALTH SERVICES

Children's Crisis Assessment Intervention Resolution Center (CCAIR Unit)

**3133 N. Millbrook Avenue
Fresno, CA. 93703**

EXHIBIT B
COUNTY'S FORMULARY

UTILIZATION CONTROLS

The Following Utilization Controls shall apply to this formulary:

Paragraphs 1 and 2 are clarifications to section 2.4.14 Utilization Management of the contract.

1. Generic Drugs will be dispensed and billed when an FDA approved generic equivalent for a branded drug is available in the marketplace.
2. Branded drugs may be dispensed when an FDA generic equivalent is not available in the marketplace, or a physician specifically requests a branded drug in accordance with California regulations.
3. All dosage forms, package sizes, strengths and concentrations approved by the U.S. Food and Drug Administration (FDA) for pharmaceuticals listed on the County of Fresno Department of Behavioral Health (DBH Formulary) are considered to be formulary.

FRESNO COUNTY BEHAVIORAL HEALTH - FORMULARY DRUG LIST - 2014

Generic Name	Reference Brand Name	Strength	Dosage Form	Manufacturer	Brand / Generic	AHFS Pharmacologic-Therapeutic Code	AHFS Pharmacologic-Therapeutic Classification	NOTES
alprazolam	Xanax®	0.25 mg	Tablet	various	Generic	28:24.08	Benzodiazepines	Generic only
alprazolam	Xanax®	0.50 mg	Tablet	various	Generic	28:24.08	Benzodiazepines	Generic only
alprazolam	Xanax®	1 mg	Tablet	various	Generic	28:24.08	Benzodiazepines	Generic only
alprazolam	Xanax®	2 mg	Tablet	various	Generic	28:24.08	Benzodiazepines	Generic only
alprazolam	Alprazolam Intensol™	1 mg/ml	Oral solution	Roxane	Brand	28:24.08	Benzodiazepines	Generic only
amantadine	Symmetrel®	50 mg/5 ml	Syrup	various	Generic	28:92.00	Central Nervous System Agents, Miscellaneous	Generic only
amantadine	Symmetrel®	100 mg	Capsule	various	Generic	28:92.00	Central Nervous System Agents, Miscellaneous	Generic only
amitriptyline HCL	Elavil®	10 mg	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
amitriptyline HCL	Elavil®	25 mg	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
amitriptyline HCL	Elavil®	50 mg	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
amitriptyline HCL	Elavil®	75 mg	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
amitriptyline HCL	Elavil®	100 mg	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
amitriptyline hydrochloride	Elavil®	150 mg	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
amitriptyline/perphenazine	Triavil®	10-2MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
amitriptyline/perphenazine	Triavil®	25-2MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
amitriptyline/perphenazine	Triavil®	50-4MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
aripiprazole	Abilify®	2MG	Tablet	BMS	Brand	28:16.08.04	Atypical Antipsychotics	
aripiprazole	Abilify®	5MG	Tablet	BMS	Brand	28:16.08.04	Atypical Antipsychotics	
aripiprazole	Abilify®	10MG	Tablet	BMS	Brand	28:16.08.04	Atypical Antipsychotics	
aripiprazole	Abilify®	15MG	Tablet	BMS	Brand	28:16.08.04	Atypical Antipsychotics	
aripiprazole	Abilify®	20MG	Tablet	BMS	Brand	28:16.08.04	Atypical Antipsychotics	
aripiprazole	Abilify®	30MG	Tablet	BMS	Brand	28:16.08.04	Atypical Antipsychotics	
atomoxetine HCL	Strattera®	10MG	Tablet	Lilly	Brand	28:92.00	Miscellaneous- Selective Norepinephrine reuptate inhibitor.	
atomoxetine HCL	Strattera®	18MG	Tablet	Lilly	Brand	28:92.00	Miscellaneous - Selective Norepinephrine reuptate inhibitor.	
atomoxetine HCL	Strattera®	25MG	Tablet	Lilly	Brand	28:92.00	Miscellaneous - Selective Norepinephrine reuptate inhibitor.	
atomoxetine HCL	Strattera®	40MG	Tablet	Lilly	Brand	28:92.00	Miscellaneous - Selective Norepinephrine reuptate inhibitor.	

FRESNO COUNTY BEHAVIORAL HEALTH - FORMULARY DRUG LIST - 2014

Generic Name	Reference Brand Name	Strength	Dosage Form	Manufacturer	Brand / Generic	AHFS Pharmacologic-Therapeutic Code	AHFS Pharmacologic-Therapeutic Classification	NOTES
atomoxetine HCL	Strattera®	60MG	Tablet	Lilly	Brand	28:92.00	Miscellaneous - Selective Norepinephrine reuptate inhibitor.	
atomoxetine HCL	Strattera®	80MG	Tablet	Lilly	Brand	28:92.00	Miscellaneous - Selective Norepinephrine reuptate inhibitor.	
atomoxetine HCL	Strattera®	100MG	Tablet	Lilly	Brand	28:92.00	Miscellaneous - Selective Norepinephrine reuptate inhibitor.	
benztropine mesylate	Cogentin®	0.5MG	Tablet	various	Generic	12:08.04	Anticholinergic- Antiparkinsonian	Generic only
benztropine mesylate	Cogentin®	1MG	Tablet	various	Generic	12:08.04	Anticholinergic- Antiparkinsonian	Generic only
benztropine mesylate	Cogentin®	2MG	Tablet	various	Generic	12:08.04	Anticholinergic- Antiparkinsonian	Generic only
bupropion HCL	Wellbutrin®	75MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	Generic only
bupropion HCL	Wellbutrin®	100MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	Generic only
bupropion HCL	Wellbutrin®	150MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	Generic only
bupropion HCL	Wellbutrin®	200MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	Generic only
bupropion HCL ER	Wellbutrin ER®	100MG	Tablet Extended Release	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
bupropion HCL ER	Wellbutrin ER®	150MG	Tablet Extended Release	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
bupropion HCL ER	Wellbutrin ER®	200MG	Tablet Extended Release	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
bupropion HCL SR	Wellbutrin SR®	100MG	Tablet Sustained Release	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
bupropion HCL SR	Wellbutrin SR®	150MG	Tablet Sustained Release	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
bupropion HCL SR	Wellbutrin SR®	200MG	Tablet Sustained Release	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
bupropion HCL XL	Wellbutrin XL®	150MG	Tablet Extended Release	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
bupropion HCL XL	Wellbutrin XL®	200MG	Tablet Extended Release	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
buspirone HCL	Buspar®	5MG	Tablet	various	Generic	28:24.92	Anxiolytics, Sedatives, and Hypnotics: Miscellaneous	

DBH Formulary

County of Fresno - Department of Behavioral Health
Drug Formulary 3-18-2014

Exhibit B

Page 4 of 13

FRESNO COUNTY BEHAVIORAL HEALTH - FORMULARY DRUG LIST - 2014

Generic Name	Reference Brand Name	Strength	Dosage Form	Manufacturer	Brand / Generic	AHFS Pharmacologic-Therapeutic Code	AHFS Pharmacologic-Therapeutic Classification	NOTES
bupirone HCL	Buspar®	7.5MG	Tablet	various	Generic	28:24.92	Anxiolytics, Sedatives, and Hyponotics: Miscellaneous	
bupirone HCL	Buspar®	10MG	Tablet	various	Generic	28:24.92	Anxiolytics, Sedatives, and Hyponotics: Miscellaneous	
bupirone HCL	Buspar®	15MG	Tablet	various	Generic	28:24.92	Anxiolytics, Sedatives, and Hyponotics: Miscellaneous	
bupirone HCL	Buspar®	30MG	Tablet	various	Generic	28:24.92	Anxiolytics, Sedatives, and Hyponotics: Miscellaneous	
carbamazepine	Tegretol®	100MG	Tablet	various	Generic	28:12.92	Anticonvulsant, Miscellaneous	Generic only
carbamazepine	Tegretol®	200MG	Tablet	various	Generic	28:12.92	Anticonvulsant, Miscellaneous	Generic only
chlorpromazine HCL	Thorazine®	10MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
chlorpromazine HCL	Thorazine®	25MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
chlorpromazine HCL	Thorazine®	50MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
chlorpromazine HCL	Thorazine®	100MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
chlorpromazine HCL	Thorazine®	200MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
citalopram HBR	Celexa®	10MG	Tablet	Forest/Pfizer	Brand	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
citalopram HBR	Celexa®	20MG	Tablet	Forest/Pfizer	Brand	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
citalopram HBR	Celexa®	40MG	Tablet	Forest/Pfizer	Brand	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
clomipramine	Anafranil®	25MG	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
clomipramine	Anafranil®	50MG	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
clomipramine	Anafranil®	75MG	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
clonazepam	Klonopin®	0.125MG	Tablet	various	Generic	28:12.08	Benzodiazepines	Generic only
clonazepam	Klonopin®	0.25MG	Tablet	various	Generic	28:12.08	Benzodiazepines	Generic only
clonazepam	Klonopin®	0.5MG	Tablet	various	Generic	28:12.08	Benzodiazepines	Generic only
clonazepam	Klonopin®	1MG	Tablet	various	Generic	28:12.08	Benzodiazepines	Generic only
clonazepam	Klonopin®	2MG	Tablet	various	Generic	28:12.08	Benzodiazepines	Generic only
clozapine	Clozaril®	12.5MG	Tablet	various	Generic	28:16.08.04	Atypical Antipsychotics	Generic only
clozapine	Clozaril®	25MG	Tablet	various	Generic	28:16.08.04	Atypical Antipsychotics	Generic only
clozapine	Clozaril®	50MG	Tablet	various	Generic	28:16.08.04	Atypical Antipsychotics	Generic only
clozapine	Clozaril®	100MG	Tablet	various	Generic	28:16.08.04	Atypical Antipsychotics	Generic only
clozapine	Clozaril®	200MG	Tablet	various	Generic	28:16.08.04	Atypical Antipsychotics	Generic only
desipramine HCL	Norpramin®	10MG	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only

FRESNO COUNTY BEHAVIORAL HEALTH - FORMULARY DRUG LIST - 2014

Generic Name	Reference Brand Name	Strength	Dosage Form	Manufacturer	Brand / Generic	AHFS Pharmacologic-Therapeutic Code	AHFS Pharmacologic-Therapeutic Classification	NOTES
desipramine HCL	Norpramin®	25MG	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
desipramine HCL	Norpramin®	50MG	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
desipramine HCL	Norpramin®	75MG	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
desipramine HCL	Norpramin®	100MG	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
desipramine HCL	Norpramin®	150MG	Tablet	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
diazepam	Valium®	2MG	Tablet	various	Generic	28:24.08	Benzodiazepines	Generic only
diazepam	Valium®	5MG	Tablet	various	Generic	28:24.08	Benzodiazepines	Generic only
diazepam	Valium®	10MG	Tablet	various	Generic	28:24.08	Benzodiazepines	Generic only
diphenhydramine HCL		25MG	Tablet	various	Generic	04:04.04	First Generation Antihistamines, Ethanolamine Derivatives	Generic only
diphenhydramine HCL		50MG	Tablet	various	Generic	04:04.04	First Generation Antihistamines, Ethanolamine Derivatives	Generic only
divalproex sodium	Depakote®	125MG	Tablet	Abbott	Generic	28:12.92	Anticonvulsant, Miscellaneous	
divalproex sodium	Depakote®	250MG	Tablet	Abbott	Generic	28:12.92	Anticonvulsant, Miscellaneous	
divalproex sodium	Depakote®	500MG	Tablet	Abbott	Generic	28:12.92	Anticonvulsant, Miscellaneous	
divalproex sodium ER	Depakote ER ®	250MG	Tablet	Abbott	Brand	28:12.92	Anticonvulsant, Miscellaneous	
divalproex sodium ER	Depakote ER ®	500MG	Tablet	Abbott	Brand	28:12.92	Anticonvulsant, Miscellaneous	
doxepin HCL	Sinequan®	10MG	Capsule	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
doxepin HCL	Sinequan®	25MG	Capsule	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
doxepin HCL	Sinequan®	50MG	Capsule	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
doxepin HCL	Sinequan®	75MG	Capsule	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
doxepin HCL	Sinequan®	100MG	Capsule	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
doxepin HCL	Sinequan®	150MG	Capsule	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
duloxetine HCL	Cymbalta®	20MG	Capsule	Lilly	Brand	28:16.04.92	Psychotherapeutic Agents, Antidepressant, Miscellaneous	
duloxetine HCL	Cymbalta®	30MG	Capsule	Lilly	Brand	28:16.04.92	Psychotherapeutic Agents, Antidepressant, Miscellaneous	

FRESNO COUNTY BEHAVIORAL HEALTH - FORMULARY DRUG LIST - 2014

Generic Name	Reference Brand Name	Strength	Dosage Form	Manufacturer	Brand / Generic	AHFS Pharmacologic-Therapeutic Code	AHFS Pharmacologic-Therapeutic Classification	NOTES
duloxetine HCL	Cymbalta®	60MG	Capsule	Lilly	Brand	28:16.04.92	Psychotherapeutic Agents, Antidepressant, Miscellaneous	
escitalopram oxalate	Lexapro®	5MG	Tablet	Forest	Brand	28:16.04.20	Selective Serotonin Reuptake Inhibitor	
escitalopram oxalate	Lexapro®	10MG	Tablet	Forest	Brand	28:16.04.20	Selective Serotonin Reuptake Inhibitor	
escitalopram oxalate	Lexapro®	20MG	Tablet	Forest	Brand	28:16.04.20	Selective Serotonin Reuptake Inhibitor	
fluoxetine HCL	Prozac®	10MG	Pulvules/tablets	various	Generic	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
fluoxetine HCL	Prozac®	20MG	Pulvules/tablets	various	Generic	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
fluoxetine HCL	Prozac®	40MG	Pulvules/tablets	various	Generic	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
fluphenazine decanoate	Prolixin Decanoate®	25MG/ML	Injection	Sandoz	Generic	28:16.08.24	Phenothiazines	Generic only
fluphenazine HCL	Prolixin®	1MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
fluphenazine HCL	Prolixin®	2.5MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
fluphenazine HCL	Prolixin®	5MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
fluphenazine HCL	Prolixin®	10MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
fluphenazine HCL	Prolixin®	2.5MG/5ML	Injection	American Pharmaceutical Partners	Generic	28:16.08.24	Phenothiazines	Generic only
fluphenazine HCL	Prolixin®	5MG/ML	Solution Concentrate	various	Generic	28:16.08.24	Phenothiazines	Generic only
fluvoxamine Maleate	Luvox®	25MG	Tablet	various	Generic	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
fluvoxamine Maleate	Luvox®	50MG	Tablet	various	Generic	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
fluvoxamine Maleate	Luvox®	100MG	Tablet	various	Generic	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
gabapentin	Neurontin®	100MG	Capsule	Pfizer	Generic	28:12.92	Anticonvulsants, Miscellaneous	Generic only
gabapentin	Neurontin®	300MG	Capsule	Pfizer	Generic	28:12.92	Anticonvulsants, Miscellaneous	Generic only
gabapentin	Neurontin®	400MG	Capsule	Pfizer	Generic	28:12.92	Anticonvulsants, Miscellaneous	Generic only
gabapentin	Neurontin®	600MG	Capsule	Pfizer	Generic	28:12.92	Anticonvulsants, Miscellaneous	Generic only
gabapentin	Neurontin®	800MG	Capsule	Pfizer	Generic	28:12.92	Anticonvulsants, Miscellaneous	Generic only
haloperidol	Haldol®	0.5MG	Tablet	various	Generic	28:16.08.08	Butyrophenones	Generic only
haloperidol	Haldol®	1MG	Tablet	various	Generic	28:16.08.08	Butyrophenones	Generic only
haloperidol	Haldol®	2MG	Tablet	various	Generic	28:16.08.08	Butyrophenones	Generic only
haloperidol	Haldol®	5MG	Tablet	various	Generic	28:16.08.08	Butyrophenones	Generic only

FRESNO COUNTY BEHAVIORAL HEALTH - FORMULARY DRUG LIST - 2014

Generic Name	Reference Brand Name	Strength	Dosage Form	Manufacturer	Brand / Generic	AHFS Pharmacologic-Therapeutic Code	AHFS Pharmacologic-Therapeutic Classification	NOTES
haloperidol	Haldol®	10MG	Tablet	various	Generic	28;16.08.08	Butyrophenones	Generic only
haloperidol	Haldol®	20MG	Tablet	various	Generic	28;16.08.08	Butyrophenones	Generic only
haloperidol decanoate	Haldol Decanoate®	50MG/ML	IM Injection	Ortho-McNeil	Generic	28;16.08.08	Butyrophenones	Generic only
haloperidol decanoate	Haldol Decanoate®	100MG/ML	IM Injection	Ortho-McNeil	Generic	28;16.08.08	Butyrophenones	Generic only
hydroxyzine HCL	Atarax®	10MG/5ML	Liquid	various	Generic	28;24.92	Axiolytics, Sedatives, and Hypnotics: Miscellaneous	Generic only
hydroxyzine HCL	Atarax®	10MG	Tablet	various	Generic	28;24.92	Axiolytics, Sedatives, and Hypnotics: Miscellaneous	Generic only
hydroxyzine HCL	Atarax®	25MG	Tablet	various	Generic	28;24.92	Axiolytics, Sedatives, and Hypnotics: Miscellaneous	Generic only
hydroxyzine HCL	Atarax®	50MG	Tablet	various	Generic	28;24.92	Axiolytics, Sedatives, and Hypnotics: Miscellaneous	Generic only
hydroxyzine pamoate	Vistaril®	25MG	Capsule	various	Generic	28;24.92	Axiolytics, Sedatives, and Hypnotics: Miscellaneous	Generic only
hydroxyzine pamoate	Vistaril®	50MG	Capsule	various	Generic	28;24.92	Axiolytics, Sedatives, and Hypnotics: Miscellaneous	Generic only
hydroxyzine pamoate	Vistaril®	100MG	Capsule	various	Generic	28;24.92	Axiolytics, Sedatives, and Hypnotics: Miscellaneous	Generic only
imipramine HCL	Tofranil®	10MG	Tablet	various	Generic	28;16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
imipramine HCL	Tofranil®	25MG	Tablet	various	Generic	28;16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
imipramine HCL	Tofranil®	50MG	Tablet	various	Generic	28;16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
isocarboxazid	Marplan®	10MG	Tablet	Oxford Pharmaceutical Services	Brand	28;16.04.12	Monoamine Oxidase Inhibitors	Generic only
lamotrigine	Lamictal®	25MG	Tablet	GlaxoSmithKline	Brand	28;12.92	Anticonvulsants, Miscellaneous	
lamotrigine	Lamictal®	100MG	Tablet	GlaxoSmithKline	Brand	28;12.92	Anticonvulsants, Miscellaneous	
lamotrigine	Lamictal®	150MG	Tablet	GlaxoSmithKline	Brand	28;12.92	Anticonvulsants, Miscellaneous	
lamotrigine	Lamictal®	200MG	Tablet	GlaxoSmithKline	Brand	28;12.92	Anticonvulsants, Miscellaneous	
lamotrigine chew tab	Lamictal Chewable®	5MG	Chewable dispersable Tablet	GlaxoSmithKline	Brand	28;12.92	Anticonvulsants, Miscellaneous	

FRESNO COUNTY BEHAVIORAL HEALTH - FORMULARY DRUG LIST - 2014

Generic Name	Reference Brand Name	Strength	Dosage Form	Manufacturer	Brand / Generic	AHFS Pharmacologic-Therapeutic Code	AHFS Pharmacologic-Therapeutic Classification	NOTES
lamotrigine chew tab	Lamictal Chewable®	25MG	Chewable dispersable Tablet	GlaxoSmithKline	Brand	28:12.92	Anticonvulsants, Miscellaneous	
lamotrigine	Lamictal Starter Kit® for Patients <u>Taking</u> Valproate 25-mg	25MG	Tablet	GlaxoSmithKline	Brand	28:12.92	Anticonvulsants, Miscellaneous	Starter kit contains: 35, 25mg tablets
lamotrigine	Lamictal Starter Kit® for Patients <u>Taking</u> Carbamazepine, Phenytoin, Phenobarbital, Primidone, or Rifampin and <u>Not Taking</u> Valproate	25MG/100MG	Tablet	GlaxoSmithKline	Brand	28:12.92	Anticonvulsants, Miscellaneous	Starter Kit Contains: 84, 25 mg tablets and 7, 100 mg tablets
lamotrigine	Lamictal Starter Kit® for Patients <u>Not Taking</u> Carbamazepine, Phenytoin, Phenobarbital, Primidone Rifampin, or Valproate	25MG/100MG	Tablet	GlaxoSmithKline	Brand	28:12.92	Anticonvulsants, Miscellaneous	Starter Kit Contains: 42, 25 mg tablets and 7, 100 mg tablets
lithium carbonate	Eskalith®	150MG	Capsule/Tablet	various	Generic	28:28.00	Antimanic Agents	
lithium carbonate	Eskalith®	300MG	Capsule/Tablet	various	Generic	28:28.00	Antimanic Agents	
lithium carbonate	Eskalith®	600MG	Capsule/Tablet	various	Generic	28:28.00	Antimanic Agents	
lithium carbonate ER	Eskalith CR®	300MG	Tablet	various	Generic	28:28.00	Antimanic Agents	
lithium carbonate ER	Eskalith CR®	450MG	Tablet	various	Generic	28:28.00	Antimanic Agents	
lithium citrate	Lithium Citrate Syrup	8MEQ/5ML	Oral Solution	various	Generic	28:28.00	Antimanic Agents	
lorazepam	Ativan®	0.5MG	Tablet	various	Generic	28:24.08	Benzodiazepines	Generic only
lorazepam	Ativan®	1MG	Tablet	various	Generic	28:24.08	Benzodiazepines	Generic only
lorazepam	Ativan®	2MG	Tablet	various	Generic	28:24.08	Benzodiazepines	Generic only
loxapine succinate	Loxitane®	5MG	Capsule	various	Generic	28:16.08.92	Antipsychotics, Miscellaneous	Generic only
loxapine succinate	Loxitane®	10MG	Capsule	various	Generic	28:16.08.92	Antipsychotics, Miscellaneous	Generic only
loxapine succinate	Loxitane®	25MG	Capsule	various	Generic	28:16.08.92	Antipsychotics, Miscellaneous	Generic only
loxapine succinate	Loxitane®	50MG	Capsule	various	Generic	28:16.08.92	Antipsychotics, Miscellaneous	Generic only
mesoridazine besylate	Serentil®	10mg	Tablet	Oxford Pharmaceutical Services	Brand	28:16.04.12	Monoamine Oxidase Inhibitors	Not available in the US since 2004
mirtazapine	Remeron®	7.5MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	Generic only

FRESNO COUNTY BEHAVIORAL HEALTH - FORMULARY DRUG LIST - 2014

Generic Name	Reference Brand Name	Strength	Dosage Form	Manufacturer	Brand / Generic	AHFS Pharmacologic-Therapeutic Code	AHFS Pharmacologic-Therapeutic Classification	NOTES
mirtazapine	Remeron®	15MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	Generic only
mirtazapine	Remeron®	30MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	Generic only
mirtazapine	Remeron®	45MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	Generic only
modafinil	Provigil®	200MG	Tablet	Chepalon	Brand	28:20.92	Risperatory-Cerebral Stimulant, Miscellaneous	
nefazodone	Serzone®	50MG	Tablet	various	Generic	28:16.04.24	Serotonin Modulators	Generic only
nefazodone	Serzone®	100MG	Tablet	various	Generic	28:16.04.24	Serotonin Modulators	Generic only
nefazodone	Serzone®	150MG	Tablet	various	Generic	28:16.04.24	Serotonin Modulators	Generic only
nefazodone	Serzone®	200MG	Tablet	various	Generic	28:16.04.24	Serotonin Modulators	Generic only
nefazodone	Serzone®	250MG	Tablet	various	Generic	28:16.04.24	Serotonin Modulators	Generic only
nortriptyline HCL	Pamelor®	10MG	Capsule	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
nortriptyline HCL	Pamelor®	25MG	Capsule	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
nortriptyline HCL	Pamelor®	50MG	Capsule	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
nortriptyline HCL	Pamelor®	75MG	Capsule	various	Generic	28:16.04.28	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
olanzapine	Zyprexa®	2.5MG	Tablet	Lilly	Brand	28:16.08.04	Atypical Antipsychotics	
olanzapine	Zyprexa®	5MG	Tablet	Lilly	Brand	28:16.08.04	Atypical Antipsychotics	
olanzapine	Zyprexa®	7.5MG	Tablet	Lilly	Brand	28:16.08.04	Atypical Antipsychotics	
olanzapine	Zyprexa®	10MG	Tablet	Lilly	Brand	28:16.08.04	Atypical Antipsychotics	
olanzapine	Zyprexa®	15MG	Tablet	Lilly	Brand	28:16.08.04	Atypical Antipsychotics	
olanzapine	Zyprexa®	20MG	Tablet	Lilly	Brand	28:16.08.04	Atypical Antipsychotics	
olanzapine orally disintegrating tablets	Zyprexa Zydis®	5MG	Tablet, orally disintegrating	Lilly	Brand	28:16.08.04	Atypical Antipsychotics	
olanzapine orally disintegrating tablets	Zyprexa Zydis®	10MG	Tablet, orally disintegrating	Lilly	Brand	28:16.08.04	Atypical Antipsychotics	
olanzapine orally disintegrating tablets	Zyprexa Zydis®	15MG	Tablet, orally disintegrating	Lilly	Brand	28:16.08.04	Atypical Antipsychotics	
olanzapine orally disintegrating tablets	Zyprexa Zydis®	20MG	Tablet, orally disintegrating	Lilly	Brand	28:16.08.04	Atypical Antipsychotics	
oxcarbazepine	Trileptal®	150MG	Tablet	Norvartis	Brand	28:12.92	Anticonvulsants, Miscellaneous	
oxcarbazepine	Trileptal®	300MG	Tablet	Norvartis	Brand	28:12.92	Anticonvulsants, Miscellaneous	
oxcarbazepine	Trileptal®	600MG	Tablet	Norvartis	Brand	28:12.92	Anticonvulsants, Miscellaneous	
paroxetine	Paxil®	10MG	Tablet	various	Generic	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
paroxetine	Paxil®	20MG	Tablet	various	Generic	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only

FRESNO COUNTY BEHAVIORAL HEALTH - FORMULARY DRUG LIST - 2014

Generic Name	Reference Brand Name	Strength	Dosage Form	Manufacturer	Brand / Generic	AHFS Pharmacologic-Therapeutic Code	AHFS Pharmacologic-Therapeutic Classification	NOTES
paroxetine	Paxil®	30MG	Tablet	various	Generic	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
paroxetine	Paxil®	40MG	Tablet	various	Generic	28:16.04.20	Selective Serotonin Reuptake Inhibitor	Generic only
perphenazine	Trilafon®	2MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
perphenazine	Trilafon®	4MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
perphenazine	Trilafon®	8MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
perphenazine	Trilafon®	16MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
phenelzine sulfate	Nardil®	15MG	Tablet	Pfizer	Brand	28:16.04.12	Monoamine Oxidase Inhibitors	
propranolol HCL	Inderal®	10MG	Tablet	various	Generic	24:24.00	β Adrenergic Blocking Agent	Generic only
zolpidem tartrate	Ambien®	5MG	Tablet	various	Generic	28:24.92	Anxiolytics, Sedatives, and Hypnotics: Miscellaneous	Generic only
zolpidem tartrate	Ambien®	10MG	Tablet	various	Generic	28:24.92	Anxiolytics, Sedatives, and Hypnotics: Miscellaneous	
trihexyphenidyl HCL	Artane®	2MG	Tablet	various	Generic	12:08.04	Antiparkinsonian Agent	
trihexyphenidyl HCL	Artane®	5MG	Tablet	various	Generic	12:08.04	Antiparkinsonian Agent	
valproic acid	Depakene®	250MG/5ML	Oral Solution	various	Generic	28:12.92	Anticonvulsants, Miscellaneous	
valproic acid	Depakene®	250MG	Capsule	various	Generic	28:12.92	Anticonvulsants, Miscellaneous	
trazodone HCL	Desyrel®	50MG	Tablet	various	Generic	28:16.04.24	Tricyclics and Other Norepinephrine-reuptake Inhibitors	Generic only
trazodone HCL	Desyrel®	100MG	Tablet	various	Generic	28:16.04.24	Tricyclics and Other Norepinephrine-reuptake Inhibitors	
trazodone HCL Dividose	Desyrel®	150MG	Tablet	Bristol MyersSquibb	Generic	28:16.04.24	Tricyclics and Other Norepinephrine-reuptake Inhibitors	
trazodone HCL	Desyrel®	300MG	Tablet	various	Generic	28:16.04.24	Tricyclics and Other Norepinephrine-reuptake Inhibitors	
trazodone HCL Dividose	Desyrel®	300MG	Tablet	Bristol MyersSquibb	Generic	28:16.04.24	Tricyclics and Other Norepinephrine-reuptake Inhibitors	
venlafaxine HCL	Effexor®	25MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
venlafaxine HCL	Effexor®	37.5MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
venlafaxine HCL	Effexor®	50MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
venlafaxine HCL	Effexor®	75MG	Tablet	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
venlafaxine HCL	Effexor®	100MG	Capsule	various	Generic	28:16.04.92	Antidepressant, Miscellaneous	
venlafaxine HCL XR	Effexor® XL	37.5MG	Capsule	various	Brand	28:16.04.92	Antidepressant, Miscellaneous	
venlafaxine HCL XR	Effexor® XL	75MG	Capsule	various	Brand	28:16.04.92	Antidepressant, Miscellaneous	
venlafaxine HCL XR	Effexor® XL	150MG	Capsule	various	Brand	28:16.04.92	Antidepressant, Miscellaneous	
ziprazidone	Geodon®	20MG	Capsule	various	Brand	28:16.04.92	Antidepressant, Miscellaneous	
ziprazidone	Geodon®	40MG	Capsule	Pfizer	Brand	28:16.08.04	Atypical Antipsychotics	
ziprazidone	Geodon®	60MG	Capsule	Pfizer	Brand	28:16.08.04	Atypical Antipsychotics	

FRESNO COUNTY BEHAVIORAL HEALTH - FORMULARY DRUG LIST - 2014

Generic Name	Reference Brand Name	Strength	Dosage Form	Manufacturer	Brand / Generic	AHFS Pharmacologic-Therapeutic Code	AHFS Pharmacologic-Therapeutic Classification	NOTES
ziprazidone	Geodon®	80MG	Capsule	Pfizer	Brand	28:16.08.04	Atypical Antipsychotics	
triazolam	Halcion®	0.125MG	Tablet	various	Generic	28:24.08	Benzodiazepines	
triazolam	Halcion®	0.25MG	Tablet	various	Generic	28:24.08	Benzodiazepines	
propranolol HCL	Inderal®	20MG	Tablet	various	Generic	24:24.00	β Adrenergic Blocking Agent	Generic only
propranolol HCL	Inderal®	40MG	Tablet	various	Generic	24:24.00	β Adrenergic Blocking Agent	Generic only
propranolol HCL	Inderal®	60MG	Tablet	various	Generic	24:24.00	β Adrenergic Blocking Agent	Generic only
thioridazine HCL	Mellaril®	10MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
thioridazine HCL	Mellaril®	25MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
thioridazine HCL	Mellaril®	50MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
thioridazine HCL	Mellaril®	100MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	Generic only
thiothixene	Navane®	20MG	Capsule	various	Generic	28:16.08.92	Antipsychotics, Miscellaneous	Generic only
thiothixene	Navane®	1MG	Capsule	various	Generic	28:16.08.92	Antipsychotics, Miscellaneous	Generic only
thiothixene	Navane®	2MG	Capsule	various	Generic	28:16.08.92	Antipsychotics, Miscellaneous	Generic only
thiothixene	Navane®	5MG	Capsule	various	Generic	28:16.08.92	Antipsychotics, Miscellaneous	Generic only
thiothixene	Navane®	10MG	Capsule	various	Generic	28:16.08.92	Antipsychotics, Miscellaneous	Generic only
tranylcypromine sulfate	Parnate®	10MG	Tablet	GlaxoSmithKline	Brand	28:16.04.12	Monoamine Oxidase Inhibitors	
temazepam	Restoril®	7.5MG	Capsule	various	Generic	28:24.08	Benzodiazepines	Generic only
temazepam	Restoril®	22.5MG	Capsule	various	Generic	28:24.08	Benzodiazepines	Generic only
temazepam	Restoril®	15MG	Capsule	various	Generic	28:24.08	Benzodiazepines	Generic only
temazepam	Restoril®	30MG	Capsule	various	Generic	28:24.08	Benzodiazepines	Generic only
risperidone	Risperdal®	0.25MG	Tablet	Janssen	Brand	28:16.08.04	Atypical Antipsychotics	
risperidone	Risperdal®	0.5MG	Tablet	Janssen	Brand	28:16.08.04	Atypical Antipsychotics	
risperidone	Risperdal®	1MG	Tablet	Janssen	Brand	28:16.08.04	Atypical Antipsychotics	
risperidone	Risperdal®	2MG	Tablet	Janssen	Brand	28:16.08.04	Atypical Antipsychotics	
risperidone	Risperdal®	3MG	Tablet	Janssen	Brand	28:16.08.04	Atypical Antipsychotics	
risperidone	Risperdal®	4MG	Tablet	Janssen	Brand	28:16.08.04	Atypical Antipsychotics	
risperidone ODT	Risperdal® M-Tab	0.5MG	Tablet, orally disintegrating	Janssen	Brand	28:16.08.04	Atypical Antipsychotics	
risperidone ODT	Risperdal® M-Tab	1MG	Tablet, orally disintegrating	Janssen	Brand	28:16.08.04	Atypical Antipsychotics	
risperidone ODT	Risperdal® M-Tab	2MG	Tablet, orally disintegrating	Janssen	Brand	28:16.08.04	Atypical Antipsychotics	
quetiapine fumarate	Seroquel®	25MG	Tablet	AstraZeneca	Brand	28:16.08.04	Atypical Antipsychotics	
quetiapine fumarate	Seroquel®	50MG	Tablet	AstraZeneca	Brand	28:16.08.04	Atypical Antipsychotics	
quetiapine fumarate	Seroquel®	100MG	Tablet	AstraZeneca	Brand	28:16.08.04	Atypical Antipsychotics	
quetiapine fumarate	Seroquel®	200MG	Tablet	AstraZeneca	Brand	28:16.08.04	Atypical Antipsychotics	
quetiapine fumarate	Seroquel®	300MG	Tablet	AstraZeneca	Brand	28:16.08.04	Atypical Antipsychotics	
quetiapine fumarate	Seroquel®	400MG	Tablet	AstraZeneca	Brand	28:16.08.04	Atypical Antipsychotics	

DBH Formulary

County of Fresno - Department of Behavioral Health
Drug Formulary 3-18-2014

Exhibit B

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FRESNO COUNTY BEHAVIORAL HEALTH - FORMULARY DRUG LIST - 2014

Generic Name	Reference Brand Name	Strength	Dosage Form	Manufacturer	Brand / Generic	AHFS Pharmacologic-Therapeutic Code	AHFS Pharmacologic-Therapeutic Classification	NOTES
quetiapine fumarate	Seroquel® XL	200MG	Tablet	AstraZeneca	Brand	28:16.08.04	Atypical Antipsychotics	
quetiapine fumarate	Seroquel® XL	300MG	Tablet	AstraZeneca	Brand	28:16.08.04	Atypical Antipsychotics	
quetiapine fumarate	Seroquel® XL	400MG	Tablet	AstraZeneca	Brand	28:16.08.04	Atypical Antipsychotics	
trifluoperazine HCL	Stelazine®	1MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	
trifluoperazine HCL	Stelazine®	2MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	
trifluoperazine HCL	Stelazine®	5MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	
trifluoperazine HCL	Stelazine®	10MG	Tablet	various	Generic	28:16.08.24	Phenothiazines	
topiramate	Topamax®	25MG	Tablet	Ortho-McNeil	Brand	28:12.92	Anticonvulsants, Miscellaneous	
topiramate	Topamax®	50MG	Tablet	Ortho-McNeil	Brand	28:12.92	Anticonvulsants, Miscellaneous	
topiramate	Topamax®	100MG	Tablet	Ortho-McNeil	Brand	28:12.92	Anticonvulsants, Miscellaneous	
topiramate	Topamax®	200MG	Tablet	Ortho-McNeil	Brand	28:12.92	Anticonvulsants, Miscellaneous	
sertraline HCL	Zoloft®	25MG	Tablet	various	Generic	28:16.04.20	Selective-serotonin Reuptake Inhibitor	Generic only
sertraline HCL	Zoloft®	50MG	Tablet	various	Generic	28:16.04.20	Selective-serotonin Reuptake Inhibitor	Generic only
sertraline HCL	Zoloft®	100MG	Tablet	various	Generic	28:16.04.20	Selective-serotonin Reuptake Inhibitor	Generic only

CHANGE LOG

[illegible]

EXHIBIT C
TOP NATIONAL DRUG CODE

Top 100 Drugs by Total Rx Count

January 2013 - December 2013

Rank	NDC	Drug Name	Rx Count
1	00093007401	ZOLPIDEM TAB 10MG	49
2	00310028360	SEROQUEL XR TAB 300MG	28
3	00002327030	CYMBALTA CAP 60MG	28
4	59148000813	ABILIFY TAB 10MG	27
5	59148000713	ABILIFY TAB 5MG	25
6	59762490005	SERTRALINE TAB 50MG	25
7	00781540605	LORAZEPAM TAB 1MG	25
8	50111043401	TRAZODONE TAB 100MG	21
9	13107000334	MIRTAZAPINE TAB 30MG	18
10	00378032701	HALOPERIDOL TAB 5MG	18
11	59762491005	SERTRALINE TAB 100MG	18
12	00378505001	TEMAZEPAM CAP 30MG	18
13	00093576856	OLANZAPINE TAB 5MG	17
14	00378351491	RISPERIDONE TAB 4MG	17
15	00378047301	DIVALPROEX TAB 500MG ER	15
16	50111064801	FLUOXETINE CAP 20MG	15
18	68180045001	QUETIAPINE TAB 400MG	14
19	68382011514	RISPERIDONE TAB 2MG	13
20	13107003234	MIRTAZAPINE TAB 45MG	13
22	68180044907	QUETIAPINE TAB 300MG	12
23	00310028460	SEROQUEL XR TAB 400MG	12
24	68180044701	QUETIAPINE TAB 100MG	12
27	50111044101	TRAZODONE TAB 150MG	12
28	50111043302	TRAZODONE TAB 50MG	12
29	59148000913	ABILIFY TAB 15MG	11
30	68382011614	RISPERIDONE TAB 3MG	11
32	63304077401	LORAZEPAM TAB 2MG	11
35	49884087201	FLUOXETINE CAP 40MG	10
36	00093577056	OLANZAPINE TAB 10MG	9
37	68180044801	QUETIAPINE TAB 200MG	9
38	00591333130	BUPROPN HCL TAB 150MG XL	9
39	68382009810	PAROXETINE TAB 20MG	9
40	23155010210	METFORMIN TAB 500MG	9
42	00603015021	DOCQLACE CAP 100MG	9
43	65162005310	CITALOPRAM TAB 20MG	9
45	00093585101	ESCITALOPRAM TAB 10MG	8

Top 100 Drugs by Total Rx Count

January 2013 - December 2013

47	00378200905	BUPROPN HCL TAB 300MG XL	8
48	59746024860	LAMOTRIGINE TAB 200MG	8
49	68382008001	HALOPERIDOL TAB 10MG	8
52	00054252725	LITHIUM CARB CAP 300MG	8
54	50458056201	INVEGA SUST INJ 117/0.75	7
55	59148001113	ABILIFY TAB 30MG	7
56	00093510556	OLANZAPINE TAB 20MG	7
57	00052214203	SAPHRIS SUB 10MG	7
58	00310028260	SEROQUEL XR TAB 200MG	7
59	00378351105	RISPERIDONE TAB 1MG	7
60	62756079888	DIVALPROEX TAB 500MG DR	7
62	50111064701	FLUOXETINE CAP 10MG	7
66	50458056301	INVEGA SUST INJ 156MG/ML	6
68	63402030830	LATUDA TAB 80MG	6
70	68382003606	VENLAFAXINE CAP 150MG ER	6
75	00054002125	LITHIUM CARB TAB 300MG ER	6
76	65162005410	CITALOPRAM TAB 40MG	6
81	50458055101	INVEGA TAB 6MG	5
82	65162067384	RISPERIDONE SOL 1MG/ML	5
85	00093577156	OLANZAPINE TAB 15MG	5
89	13107003134	MIRTAZAPINE TAB 15MG	5
90	00054452725	LITHIUM CARB TAB 300MG	5
91	68382011314	RISPERIDONE TAB 0.5MG	5
96	59148001013	ABILIFY TAB 20MG	4
97	00052213903	SAPHRIS SUB 5MG	4
Total	Top 100 Totals		1,014
		Grand Totals	1,014

Top 100 Drugs by Total Rx Count

January 2012 - December 2012

Rank	NDC	Drug Name	Rx Count
1	65862016005	ZOLPIDEM TAB 10MG	28
2	68382011514	RISPERIDONE TAB 2MG	26
3	00310028360	SEROQUEL XR TAB 300MG	23
4	59148000713	ABILIFY TAB 5MG	23
6	00310028460	SEROQUEL XR TAB 400MG	21
7	59148000813	ABILIFY TAB 10MG	21
8	59148000913	ABILIFY TAB 15MG	21
9	63304077401	LORAZEPAM TAB 2MG	19
10	50111064801	FLUOXETINE CAP 20MG	19
11	00378351391	RISPERIDONE TAB 3MG	18
12	59762490005	SERTRALINE TAB 50MG	17
13	00002327030	CYMBALTA CAP 60MG	16
14	00378505001	TEMAZEPAM CAP 30MG	16
15	50111043302	TRAZODONE TAB 50MG	16
20	00093577056	OLANZAPINE TAB 10MG	13
21	63304077305	LORAZEPAM TAB 1MG	13
22	50111043401	TRAZODONE TAB 100MG	13
23	00310028260	SEROQUEL XR TAB 200MG	12
24	64679072502	DIVALPROEX TAB 500MG ER	12
25	49884087201	FLUOXETINE CAP 40MG	12
28	00002324030	CYMBALTA CAP 30MG	11
29	68382011714	RISPERIDONE TAB 4MG	11
31	00093510556	OLANZAPINE TAB 20MG	10
32	59762372201	ALPRAZOLAM TAB 2MG	10
33	31722021430	SERTRALINE TAB 100MG	10
34	00054252725	LITHIUM CARB CAP 300MG	10
36	31722020801	CITALOPRAM TAB 40MG	10
37	16729014701	QUETIAPINE TAB 100MG	9
38	68382011414	RISPERIDONE TAB 1MG	9
43	00185041560	BUPROPION TAB 150MG SR	8
44	00093100301	BUSPIRONE TAB 15MG	8
45	50111044101	TRAZODONE TAB 150MG	8
46	65162005310	CITALOPRAM TAB 20MG	8
48	59148001113	ABILIFY TAB 30MG	7
49	00310027210	SEROQUEL TAB 200MG	7
51	00093576856	OLANZAPINE TAB 5MG	7

Top 100 Drugs by Total Rx Count

January 2012 - December 2012

54	00093585101	ESCITALOPRAM TAB 10MG	7
57	13107000334	MIRTAZAPINE TAB 30MG	7
59	00378032701	HALOPERIDOL TAB 5MG	7
63	00310027460	SEROQUEL TAB 300MG	6
64	16729015000	QUETIAPINE TAB 400MG	6
65	68180044801	QUETIAPINE TAB 200MG	6
66	16729014912	QUETIAPINE TAB 300MG	6
69	00378200905	BUPROPION HCL TAB 300MG XL	6
73	68382003305	DIVALPROEX TAB 500MG DR	6
78	00603212928	ALPRAZOLAM TAB 1MG	6
80	59148001013	ABILIFY TAB 20MG	5
81	00310027910	SEROQUEL TAB 400MG	5
85	00310028160	SEROQUEL XR TAB 150MG	5
86	00093577156	OLANZAPINE TAB 15MG	5
87	00093738301	VENLAFAXINE TAB 100MG	5
89	00093738698	VENLAFAXINE CAP 150MG ER	5
91	00781591501	CHLORPROMAZ TAB 50MG	5
98	50111064701	FLUOXETINE CAP 10MG	5
99	00832108100	BENZTROPINE TAB 1MG	5
Total	Top 100 Totals		958
		Grand Totals	958

EXHIBIT D
PRICING WORKSHEETS