



**REQUEST FOR PROPOSAL:  
ONSITE PHARMACY SERVICES IN VICTORIA, TEXAS**

Gulf Bend Mental Health Mental Retardation Center, DBA Gulf Bend Center (GBC), is requesting proposals from qualified contractors to provide Pharmacy Benefit Management (PBM) services.

**I. BACKGROUND INFORMATION**

GBC is a community center in the State of Texas formed as the result of the Texas Mental Health and Mental Retardation Act of 1965. GBC is a 501(c)(3) non-profit agency governed by a nine-member Board of Trustees. It has grown from a small organization offering limited services to a major behavioral health provider, serving over 2,000 individuals annually in a comprehensive array of mental health, intellectual developmental disabilities, and substance use disorder services. GBC provides services in a seven-county region that includes: Victoria, Jackson, Calhoun, Refugio, Goliad, Dewitt, and Lavaca Counties.

GBC primarily receives its funding from federal and state agencies, the more significant of which is the Texas Health and Human Services Commission. GBC prescribes an average of 23,000 medications annually.

**II. SCOPE OF SERVICES TO BE PROVIDED**

Contractor is expected to provide GBC with general and specialized pharmacy services, including a comprehensive pharmaceutical services program. These services must be in accordance with all governing federal, state, and local laws, statutes, rules, and regulations. Contractor will provide all personnel, equipment (including computer, printer, data and telecommunication services, and any other equipment required), supplies, pharmaceuticals, and all other items needed to run an onsite pharmacy and provide all services delineated herein Monday through Friday; 8:00 a.m. until 5:00 p.m., exclusive of GBC's closure dates.

Contractor agrees that the pharmacy located within GBC will primarily provide medications to clients of GBC and will not be open to the general public as a retail pharmacy.

The pharmacy will be located within Gulf Bend Regional Plaza located at 6502 Nursery Drive, Victoria, Texas. Available space will be leased to Contractor based on a cost per square foot lease priced at current Fair Market Value (FMV), with future annual adjustments based on adjustment to FMV lease prices. The space will be in a secure location and require key access to the room. While we do not anticipate the need, Contractor agrees to perform building modifications that may be necessary to provide the services at their own expense.

While the pharmacy will be located at the Victoria location, it may package, deliver, and/or dispense medications to outpatient clinics in our other counties. If any prescribed medications are not picked up or tampered with, pharmacy may be asked to restock medications for full refund. It may also include managing stock medications for the outpatient clinics in other counties.

Services will commence as soon as practical after the contract has been awarded.

**A. Personnel & Tasks**

1. Provide onsite personnel, including a licensed pharmacist to oversee the dispensing of medications and to provide services as necessary and as prescribed by law.
2. Provide pharmaceuticals and all related supplies.
3. Provide equipment, including additional refrigeration units if needed. Contractor is responsible for maintaining all equipment and will retain ownership at the end of the contract period.
4. Assure personnel conform fully to current Health Insurance Portability and Accountability Act (HIPAA) regulations and meaningful use standards as outlined in the current Health Information Technology for

Economic and Clinical Health Act (HITECH). Contractor will be required to fully conform to all HIPAA standards.

5. Provide a dispensing system whereby GBC is not charged until such time as the drug is dispensed.
6. Conduct the administrative processes and services for dispensing Patient Assistance Program (PAP) medication.
7. Collect, maintain, and inventory samples received and notify providers of their availability.
8. Work with clients and providers to synchronize refills of medications.
9. Accept prescriptions that are hand delivered, faxed, or electronically sent to the pharmacy.
10. Use generic medications unless the authorized prescribing physician specifically designates "dispense as written."
11. Maintain medication profiles and monitor at the time of dispensing medication. Allergies, drug interactions, duplication of therapy and contradictions will require immediate notification provided by the pharmacist to the prescriber of any serious or significant issues.
12. Assure that all orders are signed for by authorized personnel when delivered or picked up and maintain a tracking log. A detailed packing slip must accompany each delivery of pharmaceuticals listing the medications enclosed.
13. Pharmacist shall provide consulting services at the hourly rate submitted in their response.
14. Maintain adherence reporting for each client (i.e., med order dates; date meds mailed/transported/picked up; date returned to pharmacy, if applicable).
15. Destroy or dispose of expired medications, including controlled substances and samples.

**B. Ordering, Packaging and Delivery**

1. The pharmacy must allow for pickup of orders by GBC's clients. If requested by client, the pharmacy can mail the prescriptions to customers in outlying counties at no additional cost to the client.
2. All deliveries shall be delivered in accordance with the facility's rules and regulations governing security for the facility.
3. New prescription orders sent to the pharmacy prior to 4:00 PM will be available the following day by 1:00 P.M. Prescription reorders will be available within twenty-four (24) hours of transmittal of orders excluding Saturdays, Sundays and GBC designated closure days.
4. Packaging of pharmaceuticals including specialized dispensing systems to ensure safe and efficient medication distribution. This dispensing system will include means of dispensing medication as prescribed, including liquid medication, to ensure compliance with all the laws governing dispensing of pharmaceuticals.
5. Packaging shall be tailored to the needs of the client. Dispensing quantities of prescription medications shall not exceed a thirty (30) day supply, unless specifically requested by the prescriber.
6. Provide all information required by law to accompany the issuance of a prescription in English and, as necessary pursuant to the needs of the client, in Spanish.
7. Every prescription or individual over-the-counter medication package will have a label affixed, which adheres to all regulations for labeling. Prescription labels will include the client's name, address, or location (if applicable clinics' address), date dispensed, prescription number, drug name and generic interchange information, dosage strength, quality dispensed, directions for use (route and frequency), warnings and/or precautions, dispensing pharmacist's initials, ordering physician's name, lot number, and expiration date.

**C. Management Responsibilities**

1. Contractor shall provide monthly printed medication administration records (MAR) for each client for the purpose of chart documentation. Each MAR shall contain the client's name, known allergies, diagnosis, and current medication list with appropriate directions. All such reports will be provided in accordance with governing laws.
2. Contractor's clinical pharmacist will meet monthly with all GBC's prescribers of medicine at no additional cost to GBC.
3. The Contractor shall provide and conduct a continuous monitoring system with the specific goal of improving quality of services and care provided. Medication errors and omission shall be monitored and reported at the monthly meeting.
4. All incidents of medication interactions, allergic reactions, contradictions, and duplication of therapy shall be reported to the GBC's Director of Nursing and the prescriber when it occurs.
5. Contractor's clinical pharmacist will review the onsite pharmacy on a quarterly basis to ensure that all procedures comply with governing laws. The inspection shall review proper storage of medication, medication procedures, compliance with federal and state regulations and any other applicable regulations and standards.

6. Contractor's clinical pharmacist shall provide documentation of the inspection along with recommendations as applicable to maintain compliance.

**D. Reporting**

1. Submit monthly statistical reports no later than 10 days after the close of the month to include:
  - a. Summary of total drug cost.
  - b. Total usage and detailed lists of different therapeutic classes of medication (i.e., controlled substances, psychotropic, etc.).
  - c. Individual Prescriber's prescribing summary, per client and medication.
2. Submit monthly statistical reports no later than 10 days after the close of the month to include:
  - a. Status of drug regimen.
  - b. Status of the monthly medication room and nursing station audits including the controlled substance records, medication refrigerator, OTC medications, medication carts, records, etc.
  - c. Recommendations to nursing and to physicians to ensure the Facility's compliance with all applicable State and federal regulations.
  - d. Prescribing comparison of all groups of psychoactive medications to State and national standards.

**E. Billing & Insurance**

1. Be responsible for all third-party billing, including Medicaid, private insurance, and private pay clients.
2. Bill appropriate insurance agencies and private payer sources for all dispensed/issued drugs and supplies.
3. Manage Medicare Part D prior authorization process and/or Medicaid prior authorization process.
4. Provide GBC with all required paperwork needed to obtain a prior authorization and assist with obtaining the approval. Process must include a provision for providing medications for a grace period (which should not need to exceed 5 days) to assure continuous quality client care.
5. If a medication is not authorized by the Part D provider or by Medicaid for a specific client, Contractor will notify the prescriber of a "covered" medication that is an alternative and/or shall provide an authorization request outlining what is needed to obtain an approval for coverage of the medication.
6. Provide full credit for all GBC purchased drugs that are unused, unopened, and returned to the Pharmacy.

**F. Building Security**

Due to the nature of services provided in the facilities, the Contractor and its employees shall be required to comply with all building security measures provided by GBC to ensure that the integrity of confidential and highly sensitive work is maintained and secured. Any personnel working in the facility must pass a Texas background check. This includes any backup, fill-in, or replacement personnel.

The Contractor is responsible for training their employees, both onsite and off-site personnel, in security matters pertaining to the facilities.

**III. ELIGIBILITY**

To be eligible to respond to this Request for Proposal (RFP), Respondent must demonstrate that they:

- A. Are fully licensed and certified in the State of Texas to perform the services requested, in the process of being licensed, or will obtain licensing to operate a pharmacy prior to contract signing.
- B. Have been providing similar services within the last five years to agencies with similar volumes.
- C. Can provide drugs, intravenous solutions, and biological and pharmaceutical supplies as prescribed by GBC's physicians.
- D. Render all services in accordance with all accepted professional principles; applicable requirements of local, state, and federal laws and regulations; and pharmacy policy and procedure manuals.
- E. Match the generic drug programs available through other retail stores.
- F. Accept electronically prescribed controlled substances.

**IV. INSURANCE**

Contractor agrees that it will, at all times during the term of the agreement, keep insurance policies required by the contract as noted below. Insurance certificates must be issued by a company authorized to do business in the State of Texas and that are satisfactory to GBC. Such insurance shall be primary.

Prior to execution of the written contract, Contractor shall furnish GBC with a Certificate of Insurance issued and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for

thirty (30) days advance notice of cancellation or non-renewal during the term of the agreement. Failure to submit or maintain the insurance requirements can make the contract void at GBC discretion.

GBC must be named as additional insured with respect to the General Liability and so stated on the certificate of insurance.

Minimum requirements are as follows:

Worker's Compensation and Employers' Liability Insurance – Statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$500,000 each accident; \$500,000 each disease, each employee; and \$500,000 each disease policy limit. Contractor must also include to a waiver of subrogation protecting GBC in a contractor's worker's compensation policy. Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.

General Liability Insurance – Policy shall provide coverage for premises and operations, products and completed operations, personal injury, and blanket contractual coverage. Errors and omissions shall not be excluded or a separate policy covering such exposure shall be maintained. Limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

Automobile Liability Insurance – Business automobile policy covering all owned, hired, and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.

Professional Liability Insurance - An umbrella coverage with limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 aggregate responding to allegations of professional mistakes or malpractice that usually entail bodily injury arising from the improper act, not the premises.

## V. INTERVIEWS

Interviews may be required of selected finalists at their expense. If required, the selected finalists will be notified of the date and time of the interview.

## VI. TERM, PRICING, AND PAYMENT

### A. Term

The contract for pharmacy services, subject to the Board of Trustees' approval, will be for a two-year period ending August 31, 2026. GBC may request to extend this agreement for up to four additional two-year terms through the fiscal year ending August 31, 2034, following satisfactory delivery of the services specified in the proposal and engagement letter. The agreement can be terminated for cause.

### B. Pricing

Respondents are to submit a pricing document of the top used psychoactive medications. Pricing will be based on the current publications or purchase receipts as applicable. In addition to providing discount/cost plus percentages, respondents must provide the actual pricing based on the applicable cost/publication available at time of submittal. Respondents are to include pricing for all medications listed on a price per pill basis.

### C. Invoice & Payment

#### a. Lease

Lease payment for the agreed upon leased area must be made in accordance with lease agreement.

#### b. Pharmaceuticals

Contractor will bill GBC on a monthly basis for all pharmaceuticals. Contractor may not deduct pharmaceutical costs from any payments owed to GBC. GBC will pay invoice within thirty (30) days after receipt of invoice.

### D. Subcontractors

All Subcontractors must be identified in your proposal response. If Subcontractors are used, GBC will consider the proposing vendor to be the Contractor and to be solely responsible in all contractual matters, including payment of all charges resulting from such Subcontractor arrangements. The Contractor will be fully responsible for the acts, errors, and omissions of the Subcontractor. Contractor shall cause appropriate provision of its proposal to be inserted in all subcontracts ensuing to ensure fulfillment of all contractual provisions by Subcontractors.

**VII. DISPUTE RESOLUTION**

Disputes concerning the terms of contracted services that cannot be resolved will be brought before an independent mediation center, whose decision will be binding upon both parties.

**VIII. CONDITIONS FOR SUBMISSIONS OF PROPOSAL**

All proposals in response to this request must meet the following conditions to be considered:

- A. Proposal must include a cover letter clearly stating the name of Contractor and the name, address, and telephone number of the Contractor’s representative;
- B. GBC reserves the right to reject any and all proposals, and to negotiate portions thereof. Proposals that address only part of the requirements contained in this request for proposal may not be considered;
- C. GBC reserves the right to select any proposal, considering the quoted estimated fee, best value, and other factors;
- D. The proposer shall furnish such additional information that GBC may reasonably require.

**IX. PROPOSAL INQUIRIES**

Any person wishing to obtain additional information about the request for proposal or about the operations of GBC may contact Nicole Way, Chief Operations Officer, by phone at 361-582-5366, or by e-mail at [nway@gulfbend.org](mailto:nway@gulfbend.org). All emails should include the subject header “Pharmacy RFP Questions”.

**X. DELIVERY OF PROPOSALS**

Responses to the request for proposal can be emailed or hand delivered to the following address:

Gulf Bend Center  
 Attn: Nicole Way  
 6502 Nursery Drive, Ste 100  
 Victoria, TX 77904  
[nway@gulfbend.org](mailto:nway@gulfbend.org)

**Proposals must be received no later than June 21, 2024 by EOB.**

**XI. BOARD OF TRUSTEES APPROVAL**

A proposal will be selected at the July 23, 2024 Board of Trustees meeting, barring a decision by the Board of Trustees to reject all proposals submitted or postponement of the meeting.

RFP	DEADLINE DATE
Request for proposal issued	05/13/2024
Deadline to submit questions	05/31/2024
Application submission deadline	06/21/2024
Interviews (if necessary)	07/01 – 07/12/2024
Selected applicant presented to Board for approval	07/23/2024