

REQUEST FOR PROPOSALS
ON-SITE PHARMACY SERVICES
FOR
DESCHUTES COUNTY BEHAVIORAL HEALTH DIVISION

Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health Division (DCHS) is releasing this competitive solicitation to secure on-site closed pharmacy services at the Deschutes County Downtown Clinic (DCDC) location. Pharmacy services will be provided to clients of the DCHS Behavioral Health Division.

One original proposal and four (4) copies must be submitted in a sealed envelope that is clearly marked "Proposed Deschutes County Closed Pharmacy Services", and addressed to:

Lori Hill
Health Services Program Supervisor
Deschutes County Health Services
1128 NW Harriman Street
Bend, OR 97701

Proposals must be received no later than 4:00 p.m. on October 16, 2015 to be eligible for consideration. Postmarks will not be accepted in lieu of receipt by the due date and late proposals will not be considered. Submission and receipt of proposals by electronic means is not permitted.

All costs associated with preparing and submitting a proposal are solely the responsibility of the proposer. Deschutes County may reject any proposal not in compliance with prescribed procedures and requirements, may reject for good cause any and all proposals, and reserves the right to waive any informalities or irregularities in the proposals upon a finding of Deschutes County that it is in the public interest to do so. This solicitation does not obligate Deschutes County to select any single proposer and the County reserves the right to cancel the procurement, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected.

Questions concerning the proposal process may be directed to Lori Hill via email to lori.hill@deschutes.org or Nancy Mooney via e-mail at nancy.mooney@deschutes.org.

1. Introduction

This Request for Proposals (RFP) is intended to solicit information for the purpose of selecting an agency which will provide on-site closed pharmacy services in conjunction with the Behavioral Health Division of the Deschutes County Health Services Department (DCHS) operating within the Deschutes County Downtown Clinic (DCDC) located at 1128 NW Harriman, Bend, OR 97701.

It is expected that the selected proposer will establish closed-door pharmacy services for clients of DCHS in space provided by Deschutes County. The selected proposer will be expected to provide an adequate level of qualified staffing to support the smooth operation of the proposed service model. Proposer must be qualified to dispense narcotic and psychotropic medications prescribed under a

behavioral health formulary. Proposer must be qualified to dispense routine outpatient medications associated with a primary care practice and must be qualified to dispense these prescriptions in accordance with all applicable Federal, State, and local statutes and regulations. Selected proposer is expected to provide services during DCDC's regular business hours which are typically Monday through Friday, between 8:00 a.m. and 5:00 p.m.

It is expected that the proposer will provide pharmacy services as a convenience to DCDC clients as part of the operation of a licensed pharmacy and therefore will not charge fees to Deschutes County for staffing, equipment, supplies, or other traditional pharmacy expenses, and will be compensated solely by billing third party payers and clients for medications dispensed.

2. Scope of Work

Program Overview/ Services Requested:

Selected Proposer will provide closed-door on-site pharmacy services in conjunction with the Behavioral Health Division of the Deschutes County Health Services Department (DCHS) operating within the Deschutes County Downtown Clinic (DCDC) located at 1128 NW Harriman Street, Bend, Oregon during clinic operating hours, currently Monday through Friday, between 8:00 a.m. and 5:00 p.m. DCHS will accept proposals for full on-site pharmacy services or on-site pharmacist/coordinator services with off-site packaging. However, preference will be given to applicants able to provide full on-site pharmacy services.

The selected Proposer will provide services as an independent contractor and will lease the identified pharmacy space from Deschutes County. DCHS is offering approximately 300 square feet of space for this project. A space lease agreement will be part of final contract between Deschutes County and the successful proposer.

Interested applicants may request to view the available space prior to proposal submissions by contacting Lori Hill at 541-322-7535.

Pharmacy services will be available to clients receiving services from the Behavioral Health Division and/or Harriman Health Care Clinic which provides on-site physical health care. Pharmacy services will only be available to individuals approved through DCHS and will not be available to the general public.

While the DCDC location will be the primary population to receive pharmacy service, all DCHS locations may be served by the pharmacy. The DCHS downtown location includes the DCDC which serves adults with serious mental illness. The downtown location also includes the Wall Street Services Building (WSSB) which provides services to children through young adults. The downtown locations have a current Medical Doctor (MD)/Nurse Practitioner (NP) capacity of approximately 2.5 full-time equivalents (FTE) providing medication management services for behavioral health clients who are the primary target population for this project. This includes 1.8 FTE at DCDC and an additional .7 FTE at WSSB. DCHS also operates other behavioral health sites in Bend, Redmond and La Pine with an additional MD/NP capacity of approximately 2.0 full-time equivalents providing medication management services for behavioral health clients.

The primary DCDC site location serves approximately 260 adult clients. The current medication management needs for these clients are estimated as follows: 95% on medication; 80 receiving high intensity of assistance with medication management; 25-30 receiving Clozaril; and 40-45 receiving injectable antipsychotic medications. It is estimated that over 10,000 prescriptions are written annually

for DCDC clients. Current insurance payor mix of DCDC clients is: 50% OHP/Medicaid; 31% Medicare/Medicaid; 11% Medicare only; 5% Self-pay; 2% Commercial.

The WSSB site serves approximately 180 children and young adults. Current insurance payor mix of WSSB clients is: 75% OHP/Medicaid; 15% Commercial; 10% Self-pay.

DCHS also works closely with adult residential mental health providers in the community. These include 2 adult foster homes, 3 residential treatment homes and 1 secure residential treatment facility for a combined total of 41 residential beds.

Proposers may direct any additional questions regarding this Request for Proposals to Lori Hill via e-mail at lori.hill@deschutes.org. General responses, revisions and additional information will be made available to all identified potential proposers.

Services requested include, but are not limited to:

1. Provide on-site closed pharmacy services. Staff the proposed pharmacy services model with licensed qualified pharmacists or other staff as reasonably necessary to operate the services on a day-to-day basis as determined by selected Proposer and Deschutes County in compliance with all applicable federal and state laws; bill clients and third party payers for medications dispensed; manage and retain records pertinent to the pharmacy services pursuant to applicable laws and regulatory retention standards; purchase all supplies reasonably needed to operate the pharmacy as determined by selected Proposer at Proposer's discretion; comply with and adhere to the Business Associates Agreement (attached to the signed contract) and HIPAA guidelines, as periodically revised.
2. Prepare and dispense behavioral health and physical health medications in a multi-pill adherence packaging system.
3. Re-package medications as needed to reflect mid-cycle prescription changes.
4. Dispense medications directly to clients and/or DCHS staff for delivery to clients on a daily, weekly, monthly basis or other timeframe as determined in coordination with DCHS.
5. Assist in completing Prior Authorization and Patient Assistance application forms.
6. Coordinate medication refills in a timely manner with DCHS or community Mental Health Service Providers, Primary Care Physicians (PCPs), or other prescribers as needed.
7. Manage clients on Clozaril including coordinating and monitoring required lab work in accordance with Clozaril registry procedures and protocols.
8. Assist DCHS to maintain a perpetual inventory of sample medications and, to the extent permitted by the Oregon Board of Pharmacy, serve as DCHS's agent for properly authorized prescriber in connection with the storage and dispensing of sample medications.
9. Provide mail delivery services as frequently as weekly for clients needing this service.
10. Assist clients with their weekly medication boxes.
11. Manage or dispose of returned, expired, or unused medications in accordance with federal and state standards
12. Regularly coordinate with DCHS medical team and other staff concerning client needs and pharmacy operations.

13. Have the ability to offer pharmacy services to local mental health residential programs –which may include an understanding of administrative rules and packaging/delivery requirements related to medication administration in adult foster homes, and residential treatment homes and facilities.

Minimum Qualifications

Prospective pharmacy service providers for the program must:

1. Hold a current license(s) recognized by the Oregon Board of Pharmacy which permits the provider agency and associated staff to dispense drugs and medications in accordance with all Federal, State, and local statutes and regulations.
2. Be able to certify that, in performing the specified work, the agency will not discriminate against any person on the basis of race, color, religious creed, political ideas, gender, age, sexual identity, marital status, physical or mental disability, national origin, or ancestry.
3. Be able to ensure equal access to services for clients with diverse cultural or language requirements, geographic barriers, and/or transportation needs.
4. Maintain an accounting and financial management system which complies with generally accepted accounting principles and which is adequate to meet Federal, State, and local government requirements. The system must provide adequate documentation, monitoring, access, and reporting concerning the organization's financial position.
5. Adhere to Employee Background Security. The selected Proposer shall obtain a criminal background check, including state- and nation-wide, for each employee or agent that provides services at the DCDC location. The background check shall include fingerprinting for each individual performing service under the contract. This check may be performed by a public or private entity. A successful criminal background check shall be completed prior to any and all employees providing services on-site at any location covered by this proposal. The selected Proposer shall provide certification to Deschutes County that the selected Proposer has completed the required employee criminal background check and that the employee successfully passed the background check. Any employee of the selected Proposer who has been convicted of a felony shall not be permitted to work on DCDC premises pursuant to this Proposal.

Compensation

The successful proposer will be responsible for directly billing and collecting payments for traditional pharmacy services provided to DCDC clients and shall not look to Deschutes County for payment for such traditional pharmacy services rendered. It is expected that the majority of funding will be received through invoicing the Oregon Health Plan for client medications. It is expected that any proposed costs to DCHS will be minimal and must be fully outlined in the proposal in advance of the selection process.

3. Instructions and Conditions

Proposers must follow the instructions and conditions detailed in this RFP. Proposals that do not conform may be excluded from further review.

Proposals must be signed by an authorized representative of the Proposer.

Proposals are not to be marked as confidential or proprietary. Proposals submitted in response to this RFP are subject to public disclosure as required by Oregon State statutes and regulations.

Additionally, all proposals shall become the property of DCHS. DCHS reserves the right to make use of any information or ideas included within the proposals submitted.

DCHS, in its sole discretion, reserves the right to modify or cancel this RFP in whole or in part. If modification or cancellation is determined to be in DCHS' best interest, all Proposers will be notified in writing of the specific reasons for such modification or cancellation.

DCHS anticipates that it will announce the results of this RFP process on or about November 16, 2015. DCHS and the selected Proposer will then negotiate terms and sign a legally-binding contract by December 31, 2015 (estimated). A sample copy of Deschutes County's standard contract may be obtained by request. Ideally, the selected Proposer will begin providing pharmacy services pursuant to the contract by January 1, 2016.

Proposals must be submitted as described above no later than 4:00 p.m. on October 16, 2015 ("Due Date"). Proposals received after that time will be considered late and will be returned unopened. Postmarks will not be accepted in lieu of receipt by the specified deadline.

Tentative Schedule of Events

- | | |
|---|---|
| 1. Request for Proposals is issued. | September 6, 2015 |
| 2. Proposals are due. | October 16, 2015
4:00 p.m. |
| 3. Proposals are opened. | October 19, 2015 |
| 4. Proposals are evaluated | October 19 - October 23,
2015 |
| 5. Interviews are conducted with top ranking Proposers, if needed. | October 26 - October 30, 2015
The week of November 9th
(contingent on Board of
County commissioner's
calendar dates |
| 6. Recommendation of selected Proposer is forwarded to the Board of Commissioners. Board considers selection and award. | |
| 7. Notice of Intent to Award is Issued | November 16, 2015 |
| 8. Protests of decision are accepted. | November 16-November 22,
2015 |
| 9. Contract for services is developed and negotiated. | starting December 1, 2015 |
| 10. Contracted services commence. | January 1, 2016 (tentative) |

Receipt and Opening of Proposals

Proposals will be opened on October 19, 2015 at the Behavioral Health Division office located at 1128 NW Harriman Street, Bend, Oregon in a manner that avoids disclosure of contents to competing proposers. Immediately following the opening date, a list of all Proposers will be available by request. A register of all proposals received will be prepared and available for public inspection at the time the contract is awarded.

Withdrawal of Proposals

Proposals may be withdrawn via written request submitted by the Proposer prior to the due date. Negligence on the part of the Proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as the Deschutes County Board of County Commissioners specifically cancels the procurement, rejects the proposal, or awards a contract.

Acceptance or Rejection of Proposals

In awarding a contract, the Board of County Commissioners will accept and consider the proposal or proposals which, in their estimation, will best serve the interests of Deschutes County and reserves the right to award a contract to the proposer whose proposal is most advantageous to the County based upon the evaluation process and evaluation factors contained within this RFP. The Board of County Commissioners reserves the right to accept or reject any or all proposals. Any proposal which is judged to be incomplete or nonconforming may be rejected. Only one proposal will be accepted from any one agency. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected. However, Proposers may form alliances among different providers to submit a single proposal in response to this RFP. For example, one provider may agree to compound or package medications and drugs while another assumes responsibility for dispensing and consulting with clients, but only one proposal clearly identifying all providers forming the alliance and assuring that each meets the qualifications of this RFP may be submitted.

Selection Process

All proposals will initially be screened by Deschutes County staff. Those proposals determined to be late, incomplete, or noncompliant and those agencies that do not meet the minimum qualifications listed above may be eliminated from further evaluation at this time.

A selection committee representing the Health Services Department will assess the written proposals based on the evaluation criteria attached. Following the assessment, the highest ranking Proposers may be invited to attend an interview with the selection committee to answer additional questions.

Based on the proposal rating and interviews, if any, the selection committee will evaluate and rank the Proposers, then forward a recommendation to the Deschutes County Board of Commissioners. The Board of Commissioners will vote on the recommendation in a public meeting, officially selecting the closed pharmacy services provider for the Behavioral Health Division. The successful candidate will then enter into negotiations with the County to develop a mutually acceptable contract for services.

Narrative responses to each section of the application and any required attachments will be reviewed to determine compliance with the requested information and the feasibility and reasonableness of the proposed program design, cost, and expected services.

Narrative

Please provide a written response to each section. Your application will be reviewed and scored according to the following evaluation criteria. All proposals will be reviewed for demonstrated capacity to provide the services sought through this solicitation and evaluated for any proposed costs to the county.

Proposers must address each of the following questions in narrative form.

1. **Minimum Qualifications:** Describe your agency's ability to meet the minimum qualifications as outlined under Instructions and Conditions section.
2. **Space Requirements and Cost:**
 - a. Describe your agencies space requirements for proposed services. Include size, security, storage, and other necessities.
 - b. Provide a detailed estimate of proposed costs for any changes to space.
 - c. Describe your agency's plan and expectations for covering the cost of any needed changes to existing space, and completion of needed changes.
3. **Relevant Experience:**
 - a. Describe your agency's experience in providing pharmacy, pharmacy-related services, and dispensing psychiatric medications to clients with a mental health condition and working with behavioral health program staff.
4. **On-site service plan:**
 - a. Describe your agency's proposal for on-site services at DCHS, specifically full pharmacy vs. on-site staff or other arrangement.
 - b. Include the proposed level and type of staffing, qualifications and role of on-site staff and a plan for coverage to maintaining adequate staffing.
 - c. Include detailed plan for coordination with an off-site pharmacy if proposal does not include a full pharmacy on-site.
5. **Scope of Basic Services:**
 - a. Provide a detailed description of the proposed medication packaging system.
 - b. Describe your plan for and experience in managing mid-cycle changes and re-packaging, and required coordination with insurance companies. Include your plan for managing any client co-pays.
 - c. Describe plan for coordinating medication refills with DCHS, primary care or other medical providers.
 - d. Describe any challenges that your agency has experienced with this system and a plan for managing these.
 - e. Describe your agency's plan for managing mid-cycle prescription changes which include controlled substances.
 - f. Describe plan for dispensing medications directly to clients and/or DCHS staff for delivery to clients on a daily, weekly, monthly basis or other time frame as determined in coordination with DCHS.
 - g. Describe plan for coordinating with DCHS medical team and other staff concerning client needs.
6. **Additional Services:**
 - a. Describe your agency's ability and plan, if applicable, to provide any other services outlined in Scope of Work - Services Requested. Please address:
 - i. Prior Authorization and Patient Assistance
 - ii. Managing clients on Clozaril in accordance required procedures and protocols

- iii. Managing a supply of sample medication to the extent permitted by Oregon Board of Pharmacy
 - iv. Medication Mail Delivery services when needed
 - v. Assistance with weekly medication boxes for client's unable to utilize standard adherence packaging system
 - vi. Disposal of returned or expired medications in accordance with federal or state standards.
 - vii. Experience and/or ability to offer services to mental health residential programs which would include understanding of administrative rules and medication packaging/administration requirements as relevant to adult foster homes, and residential treatment homes and facilities.
- b. Describe any other services that your agency will offer that are not outlined under the Scope of Work.

Selection Criteria and Scoring

The evaluation criteria and associated scores in the box provided below will be used by the selection committee to rate and rank qualified proposals based upon the Narrative answers provided by the Proposer:

Evaluation Criteria	Point Value
Minimum Qualifications	Pass/Fail
Space Requirements and Cost	Pass/Fail
Relevant Experience	15
On-site Service Plan	35
Scope of Basic Services	35
Additional Services	15
Total	100 Points

Protest of Award

After the Deschutes County Board of Commissioners decides and selects the services provider, the County will provide notice of its intent to award the contract. If no written protest is filed by 4:00 p.m. on the seventh day following announcement of the decision, the award will be deemed final. The County will not entertain protests submitted after this time period. The written protest must specify the grounds upon which the protest is based. If a protest is filed, the decision of the County will be considered final only upon issuance of a written notice denying the protest and affirming the award. The award and any written decision denying protest will be sent to each proposer.

Written protests should be submitted to:

Nancy Mooney
 Contract Specialist
 Deschutes County Health Services
 2577 NE Courtney Drive
 Bend, OR 97701

4. Award and Commencement of Work

Recommendation for award is contingent upon successful negotiation of the contract and resolution of any protests. The successful Proposer shall be required to sign the negotiated contract, which will be in form and content as approved by DCHS.

The final authority to award a contract rests solely with the Deschutes County Board of Commissioners. The successful Proposer shall not be allowed to begin work under any negotiated contract until such time as the contract has been approved and executed by the Deschutes County Board of Commissioners.

The successful Proposer must agree to all terms, insurance coverage provisions, and conditions of the contract with Deschutes County.

If only one proposal is received and it is deemed that such proposal meets requirements for funding, Deschutes County reserves the option to award such Proposer a contract on a sole-source basis. In the event no proposals are received, or proposals received do not meet requirements for funding under this RFP, Deschutes County reserves the right to be the contractor of last resort, or to designate another qualified entity to operate the program on a sole-source basis.

If revisions or additional information to this RFP become necessary, DCHS will post the addenda or supplements on the Deschutes County website at www.deschutes.org.

As referenced in Attachment 2 of this RFP, the selected Proposer will need to submit evidence of the following insurance requirements prior to execution of the contract:

- A. Commercial General Liability "occurrence" coverage, naming Deschutes County, ***the State of Oregon, their officers, agents, employees and volunteers as an additional insured***, in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- B. Professional Liability coverage in the minimum amount of \$2,000,000 combined each occurrence and \$4,000,000 aggregate, for damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two (2) years after the contract work is completed.
- C. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
- D. Workers' Compensation coverage, including a Waiver of Subrogation in full compliance with Oregon statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.

Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process.

Failure to comply with contract requirements once a contract has been awarded will constitute a material breach of the contract and may result in the suspension or termination of the affected contract and debarment from future Deschutes County contracting opportunities for a period not to exceed three (3) years. Other penalties may also apply.

Duration

The contract term for closed pharmacy services resulting from this RFP will initially tentatively extend from January 1, 2016 through June 30, 2017. At the conclusion of this period, Deschutes County may opt to extend the contract under the same or new terms. The County may also decide to initiate a new RFP process at the close of any contract period or upon termination for any reason.

5. Proposal Format and Contents

Format

All proposals must be submitted on single-sided, 8 ½ x 11-inch paper, with one-inch margins, and typed single-spaced with a standard 12-point font. Content of the written response is limited to no more than 15 pages, exclusive of items included in the appendix.

One original and four (4) copies of the proposal must be submitted in a sealed envelope which is clearly marked with the name and address of the proposing agency, titled "Proposed Deschutes County Closed Pharmacy Services", and addressed to:

Lori Hill
Health Services Program Supervisor
Deschutes County Health Services
1128 NW Harriman
Bend, OR 97701

Proposals must address all questions listed in the section titled "narrative" below and include the following supporting documents attached in an appendix:

1. An organizational chart which details all staff, including names and position titles, indicating those that will be assigned to the proposed program and how the program relates to the rest of the organization.
2. Job descriptions for key personnel assigned to the proposed program.
3. A signed proposal response form (included in attachments section).
4. A copy(s) of current license(s) recognized by the Oregon Board of Pharmacy which permits the provider agency and associated staff to dispense drugs and medications.
5. An example of medication adherence packaging system.

Submission Package

Proposals submitted in response to this RFP must include the items and be in the order as listed below. All of the items combined comprise your completed Proposal pursuant to this RFP.

1. Signed Proposal Response Form-**Attachment 1**
2. Signed Acknowledgement of Insurance Requirements – **Attachment 2**

3. Narrative Section: Prepare a written response to the narrative section that fully addresses each of the evaluation criteria listed. The narrative must be typed in 12 point font, one inch margins, 8½” x 11”, paginated, on white paper. Narrative section is limited to fifteen (15) pages.

It is the responsibility of the Proponent to ensure the proposal is submitted by the time and date and to the location as specified. Postmarks will not be accepted in lieu of this requirement. Therefore, use of the U.S. Mail is at the bidder's own risk. Proposals submitted to any other office will not be accepted.

To be considered for this RFP, all proposals submitted must be received no later than 4:00 p.m. on October 16, 2015 (“Due Date”) with one complete application package with original signature and four (4) copies, either delivered in person or mailed to:

Lori Hill
Health Services Program Supervisor
Deschutes County Health Services
1128 NW Harriman
Bend, OR 97701

Attachments

- Attachment 1: Proposal Response Form.
- Attachment 2: Acknowledgement of Insurance Requirements

DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT

**REQUEST FOR PROPOSALS
FOR
CLOSED PHARMACY SERVICES AT DCHS**

Proposal Response Form

A signature on this form acknowledges that the proposed provider is hereby submitting a proposal in response to Deschutes County's Request for Proposal for Closed Pharmacy Services at DCHS.

Authorized Signature: _____

Contact Name: _____

Title: _____

Phone: _____ Email: _____

Company Name: _____

Company Address: _____

Attachment 2 - ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor’s expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of the contract. Policies written on a “claims made” basis must be approved and authorized by Deschutes County.

Workers Compensation insurance in compliance with ORS 656.017, requiring contractor and all subcontractors to provide workers’ compensation coverage for all subject workers, or provide certification of exempt status. Worker’s Compensation Insurance to cover claims made under Worker’s Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer’s Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured’s right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:
 Per Occurrence limit Annual Aggregate limit

- | | |
|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> \$1,000,000 | <input type="checkbox"/> \$2,000,000 |
| X \$2,000,000 | X \$4,000,000 |
| <input type="checkbox"/> \$3,000,000 | <input type="checkbox"/> \$5,000,000 |

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed.

- X Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

- | <u>Per Single Claimant and Incident</u> | <u>All Claimants Arising from Single Incident</u> |
|---|---|
| <input type="checkbox"/> \$1,000,000 | <input type="checkbox"/> \$2,000,000 |
| X \$2,000,000 | X \$4,000,000 |
| <input type="checkbox"/> \$3,000,000 | <input type="checkbox"/> \$5,000,000 |

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that contractor shall indemnify County for costs and expenses, including reasonable attorneys’ fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name *Deschutes County, the State of Oregon, their officers, agents, employees and volunteers as an additional insured*. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

- X Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

\$500,000

\$1,000,000

\$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County if delivery is part of pharmacy services Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by the contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed contract. Contractor shall notify the County in writing at least thirty (30) days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention.

I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Deschutes County. I also certify that the Agency carries the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature: _____

Date: _____

Printed Name and Title: _____