



**#2022-46
REQUEST FOR PROPOSAL
PHARMACY SERVICES
FOR
ROCK HAVEN
JANESVILLE, WISCONSIN**

Proposals due in Rock County Purchasing Division by: **November 10, 2022 – 2:00 pm (Local time)**

Proposals received after this date and time will be rejected.

Proposals must remain in effect the life of the contract.

Address Proposal to: Shilo Titus, Purchasing Manager
Rock County Courthouse
Purchasing Division
51 S. Main Street
Janesville WI. 53545

Rock County is seeking sealed proposals for pharmacy services at the Rock Haven Nursing Home, 3400 North County Highway F, Janesville, Wisconsin.

The objective of this Request for Proposal is to enter a three-year contract with the option to renew for two additional one-year periods, not to exceed a total of five years.

RIGHT WITH RESPECT TO PROPOSAL SUBMITTALS

Rock County reserves the right to accept or reject any or all proposals; to waive any technicality or error in any proposals or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Rock County.

The County further reserves the right, without prior notice, to supplement, amend or otherwise modify this RFP or otherwise request additional information from any and or all respondents. By submitting a proposal, the consultant thereby agrees that the County's decision concerning any submittal in any respect is final, binding, and conclusive upon it for all purposes, and acknowledges that the County in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable outlined.

Contracts are awarded to the highest ranked, most qualified, responsible, and responsive Proposer based on the Qualifications and Cost Proposal and full consideration of any or all alternatives, as may be in the best interest of Rock County. In determining the award of contract, Rock County will consider the scope of the work involved, timeliness of delivery, competency of Proposer, Proposer's ability to render satisfactory service, and past performance. If two or more Proposers submit identical Proposals, Rock County will make award to Proposer of its choice and such decision will be final.

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RESPONSE SUBMISSION

Selection of the vendor shall be the responsibility of Rock County. The County reserves the right to select one or more respondents that appear best qualified to provide the services desired and then invite those respondents to appear at a designated time and place for an oral presentation and/or interviews. The recommendation award shall be based upon the submission that represents the most advantageous overall response for Rock County, all factors considered. In this regard, Rock County reserves the right to accept other than the lowest cost proposal and to reject any or all submittals under this RFP, if deemed in the best interest of the County.

INSTRUCTIONS FOR PROPOSAL

The proposer is required to submit their proposal via Demandstar or in a sealed envelope marked RFP #2022-46 to Shilo Titus, Purchasing Division, 51 South Main, Janesville, WI 53545. All proposals must be received by **2:00 pm (local time), November 10, 2022**. Any proposal submitted after this date and time will be rejected.

Vendors are responsible for ensuring that the above office receives their proposal before the deadline. Proposal "packets" must be clearly labeled with vendor name, return address, proposal title, date, and the name of the vendor's primary contact for proposal questions.

Proposals shall be signed with name typed below signature. Where Proposer is a corporation, Proposal must be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

INQUIRIES

All questions concerning this Request for Proposal must be submitted **in writing** to Shilo Titus at shilo.titus@co.rock.wi.us. Questions must be received by **12:00 noon (local time), October 27, 2022**. Questions received after this date and time will not be answered.

No verbal explanation or instructions will be given regarding the meaning of the drawings or specifications during the proposal period. Bidders shall bring inadequacies, omissions, or conflicts to Rock County's attention in writing by the question cut-off date and time. If necessary, answers to questions will be provided to all specification holders in the form of an addendum. Addendum will include a list of each question received and Rock County's response.

ADDENDA

All changes in or interpretations of the specifications prior to Proposal due date will be made by written addenda issued by the Owner to each recipient of the specifications on record. All addenda will be issued no later than 72 hours prior to Proposal due date and time. All addenda or notice of addenda will be posted on Demandstar and Rock County's website, www.co.rock.wi.us.

PROJECTED TIMETABLE

Issue Request for Proposal	10/13/22
Questions Due	10/27/22 – 12:00 Noon
Addenda Issued by	11/03/22 – 5:00 p.m.
Proposals Due	11/10/22 – 2:00 pm
Evaluation of Proposals	11/10/22- 12/04/17
Governing Committee Approval	TBD
County Board Approval	TBD
Contract Execution	01/01/23

After all Proposals have been reviewed, a recommendation shall be made to the appropriate County governing committee. Approval by the Rock County Board of Supervisors may be required prior to Award of Contract. Respondents not involved in the final selection process shall be notified in writing. The above schedule is for informational purposes only and is in no way binding upon Rock County

VENDOR SUPPLIED DOCUMENTATION AND MATERIALS

All vendor-supplied materials, including the vendor's proposal, become the property of Rock County. We will work with vendors to meet their confidentiality requirements if they are within reason. All vendor confidential material must have each page clearly marked as confidential. Rock County's determination to treat matters as public or confidential under the Wisconsin Open Records Law shall be final.

PROPOSAL AND PRESENTATION COSTS

Rock County will not be liable in any way for any costs incurred by the offerors in the presentation of their proposal in response to this Request for Proposal nor for the presentation of their proposal and/or participation in any discussions or negotiations.

COMPLIANCE WITH THE REQUEST FOR PROPOSAL

Proposals submitted must be in strict compliance with the Request for Proposal. Failure to comply with all provisions on the RFP may result in disqualification. The County reserves the right to reject all submittals or to waive minor defects or irregularities in the submittal. The County further reserves the right, without prior notice, to supplement, amend or otherwise modify this RFP or otherwise request additional information from any and or all respondents. By submitting a proposal, the consultant thereby agrees that the County's decision concerning any submittal in any respect is final, binding, and conclusive upon it for all purposes, and acknowledges that the County in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable outlined.

IMPLIED REQUIREMENTS

Products and services that are not specifically addressed in this Request for Proposal, but which are necessary to provide functional capabilities proposed by the offeror, must be included in the proposal.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01 (5)(a), sexual orientation, national origin, or military service as defined in §111.355(1), Wis. Stats. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765 (2)).

INDEMNIFICATION

The contractor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the contractor and Rock County where such liability is founded upon or grows out of the acts, omissions, negligence or misconduct of any agents or employees of the contractor.

INSURANCE REQUIREMENTS

The Contractor further agrees that to protect itself and County it will always during the term of this agreement keep in force and effect worker's compensation, comprehensive general, and auto liability insurance policies by a company or companies authorized to do business in Wisconsin with limits of:

Personal and bodily injury	Per person	\$1,000,000
	Per accident	\$2,000,000
Property damage:	Each Occurrence	\$500,000
	Aggregate	\$500,000

Coverage shall apply as primary with County named as an added insured. Contractor shall furnish satisfactory proof of insurance to County prior to the date of Contract Execution or commencing work for the County.

REQUEST FOR CLARIFICATION

All requests by Rock County for clarification of proposals will be in writing. Such requests shall not alter the offeror's pricing information contained in its cost proposal.

PROOF OF COMPETENCY OF PROPOSER

Any Proposer may be required to furnish evidence satisfactory to Rock County that the Proposer and proposed subcontractors have sufficient means, expertise, financial ability, and experience in the types of work proposed to assure completion of the Contract in a satisfactory manner.

MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Proposers may withdraw their Proposal at any time before Proposal due date and time but may not resubmit them. No Proposal may be withdrawn or modified after opening except where the award of Contracts has been delayed for more than 45 days from the due date.

DISQUALIFICATION

Rock County reserves the right to disqualify Proposals, before and after opening upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Proposer.

CANCELLATION

Rock County reserves the right to cancel a purchasing contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of the contract. Any dispute arising as to quality and quantity is subject to arbitration as provided in Chapter 788, Wisconsin Statutes.

EVALUATION OF PROPOSAL AND AWARD

Award shall be made to the offeror whose proposal is determined to be in the best interest of Rock County, taking into consideration cost and the other evaluation factors listed in the RFP. Proposals submitted in response to this RFP will be evaluated based on criteria including, but not limited to the following:

1. General quality and adequacy of response
 - Completeness and thoroughness
 - Understanding of the project
 - Responsiveness to terms and conditions
2. Organization, personnel, and experience
 - Qualification of personnel
 - Experience of personnel
 - Experience of firm
3. Reasonableness of cost estimates
 - Cost for medications
 - Other costs and fees
 - Total costs

AGREEMENT DEVELOPMENT

Rock County reserves the right to negotiate with one or more offerors.

AWARD

Award will not be made to any Proposer in default of a Contract with Rock County, or to any Proposer having as its agent or employee, any individual previously in default or guilty of misrepresentation.

NOTICE TO PROCEED

Written notice of award to the successful Proposer shall be in the form of a signed Contract from Rock County mailed or delivered to the address shown on the Proposal and will be considered sufficient notice of acceptance of Proposal, intent to award the Contract, and "Notice to Proceed" with the work.

SPECIFICATIONS

A. BACKGROUND

Rock Haven Nursing Home located at 3400 County Highway F in Janesville, Wisconsin is a 128-bed facility that serves a variety of residents with varying pharmaceutical needs such as medications and IV infusion.

B. OBJECTIVE

The objective for this Request for Proposals is to identify and select the most competitive and qualified agency to provide Pharmacy Services for Rock Haven Nursing Home. From this selection process it is anticipated that the County and the selected party will enter a three-year contract period with the option for renewal for two additional one-year extensions, not to exceed a total of five years.

C. SCOPE OF SERVICES

Pharmacy Capabilities:

Describe the firm's experience and capabilities in providing similar services to the requirements of this Request for Proposals.

Staff Qualifications:

Provide educational and work experience of each of the key staff who will be assigned to Rock Haven.

D. PROPOSAL RESPONSE - MANDATORY REQUIREMENTS

1. Provider shall provide a drug and supply distribution system that complies with nursing home Wisconsin State statute HFS132.65.
2. Provider must be a licensed pharmacy specializing in providing product and services to long-term care facilities.
3. A pharmacist shall be available 24 hours per day, 7 days per week. Provider must have at least one (1) staff pharmacist who specializes in geriatric pharmacy.
4. Provide pricing for attached list of current medications.
5. Provide pricing for Pharmacist cost monthly and any ancillary cost they might be needed (i.e., printing of MAR and TAR requested specialized reports).
6. Provide a sample Contract.
7. Provide a sample Business Agreement.
8. Provide description of how your pharmacy helps/helped other facilities with Survey preportation.
9. Provider shall develop and implement an e-pharmacy interface to Rock Haven's American Data Electronic Medical Record (EMR) using Script 10.6 interfaces to facilitate the medication order process. A third party provided by pharmacy can be used to accomplish this interface.

E. PROPOSAL RESPONSE – TECHNICAL SPECIFICATIONS

1. Deliveries:
 - Deliveries shall be made to Rock Haven daily at a time agreed upon by the facility.
 - Stat orders shall be delivered if the item needed is not in the contingency supply at the facility.
 - If a particular situation requires a medication to be administered prior to delivery, the pharmacist shall call the attending physician for an alternate medication order that is available in the contingency system at the facility.
 - New, non-stat drug orders shall be delivered to the facility within the regular daily delivery.
 - If a non-stat drug order is needed prior to the next delivery, provider shall deliver them to the facility at an earlier time agreed upon by the nurse placing the order.
 - If a medication is out of stock, pharmacy shall obtain in a timely fashion.
 - Ability to have a 14-day fill cycle.
2. Purchasing, Inventory Control, Dispensing and Administration Procedures:
 - The provider pharmacist shall develop and implement appropriate practices and procedures for purchasing, inventory control, dispensing and the administration of medications and biologicals.
 - To assure accuracy in the dispensing function within the pharmacy, a safety system must be in place and each person involved in the dispensing function must be identified.
 - Provider shall utilize the skills of an interdepartmental quality improvement team to perform a comprehensive review of potential dispensing errors in the med dispensing system and implemented policy changes to further improve accuracy.
 - Errors shall be researched. Follow-up shall be performed as appropriate. A report of the results of the follow-up procedures shall be made available to the Director of Nursing each month.
3. Provider shall develop and implement procedures to facilitate the relabeling, storage, and handling of medications brought into the facility by residents.
4. Provider is responsible for complying with all state and federal regulatory changes during the term of the contract. In addition, provider representative shall keep facility staff informed of changes to Pharmacy operations as determined by the State and Federal regulatory agencies.
5. Facility Pharmacy & Therapeutics and Quality Assurance Committee Meetings:
 - A provider pharmacist shall participate in the Quality Assurance Performance Improvement Committee meetings at least quarterly.
 - Provider shall report drug errors, irregularities and drug reactions to the Director of Nursing, Medical Director, and Administrator at said meetings.
6. Interpret and fill all prescriptions and maintain all required records.
7. A provider pharmacist shall assist in-service education staff in planning and shall actively participate with education programs for nursing and other personnel. Address available support staff for wound and IV services in RFP response.
8. Maintain a mutually acceptable list of symbols and abbreviations for charging, ordering, and documenting drugs.
9. Provider shall purchase in bulk and utilize cost effective systems to package medications.
10. Provider shall promptly communicate when a medication is unavailable. They shall collaborate with facility staff to provide acceptable product substitution until the out-of-stock medication can be made available.
11. Compliance Reports:
 - Complete complainance reports after each delivery cycle.
 - Reports shall indicate medications held, medications dispensed, missing PRN medications, too-soon refills and expiration dates.
 - Provide the Facility with appropriate and timely reports for Personnel Based Journal reporting contracted hours provided as a requirement of CMS.

12. Discharge, self-medication, and pass meds situations are handled on an “as needed” basis. A pharmacist shall be available for consulting on discharge medications.
13. Provider shall develop a system to catalog returned medications and products and promptly credit any charges for product returns.
14. Physician Order Sheets and Medication and Treatment Administration Records (MARs) shall be provided to the facility by the provider, if requested. In addition, provider shall maintain and/or provide the following:
 - Required forms for C-boxes and E-boxes.
 - Daily drug and supply order sheets.
 - New permanent labels for changes of direction on currently supplied prescriptions, if required.
 - Any other forms required to meet State and Federal law.
 - Any forms that would facilitate maintenance of an integrated medical records system.
15. Provider shall supply other requested pharmaceuticals administered by facility staff, such as Pneumovax, Prevnar 13, hepatitis vaccines, as well as the annual facility requested influenza vaccine.
16. Medication Delivery System Equipment:
 - Provider shall furnish and maintain equipment necessary to operate the medication delivery system.
 - Medical carts shall be of appropriate size to meet Rock Haven’s physical plant requirements and that are able to accommodate computer equipment used during the delivery of medication.
 - All equipment shall be maintained in accordance with State and Federal compliance guidelines.
 - Carts shall be cleaned on a routine basis as agreed upon with Rock Haven.
 - Provider shall ensure that all equipment provided by pharmacy is always in good working order.
 - Provide computer mounts for medication carts.
17. Provider shall assist the facility with verification of pharmacy/drug coverages and cost for prospective admissions.
18. Provider shall inform facility of changes in delivery personnel. Facility access cards must be secured, and prompt communication must occur in the event building access needs to be terminated.
19. Collaborate with nurse management staff to problem solve system issues between the pharmacy and the facility.
20. Provider shall facilitate prior authorizations with resident drug plans.
21. Provider must submit TB skin test results and crime reference summaries for those agency staff who will have direct, regular contact with facility, neighborhood staff, and/or residents.
22. The agency shall maintain a resident drug profile in the pharmacy.
23. Provider shall comply with the Health Insurance Portability and Accountability (HIPAA) standards for privacy of individually identifiable health information. Provider shall use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any protected health information.
24. As part of the facility’s QAPI program, provider shall review medication distribution system monthly and provide a report to nursing director with recommendations, as necessary. Attendance at the Quarterly Quality Assistance Performance Improvement Meeting is required.
25. Provider shall retain all credentialing and licensure information for personnel providing services to Rock Haven.

F. COMPENSATION / PAYMENTS

- Provider staff shall work with the Rock Haven staff to ensure that accurate billing information is on file at the pharmacy as soon as possible following admission or payor change.
- Provider shall complete all Medicare, Medicaid, and private insurance billings to allow coordination of benefits.
- Provider billing staff shall also bill insurance companies for covered services.
- Provider shall be required to provide the Facility a detailed monthly bill/invoice, for Facility responsible charges, no later than the 3rd business day of each month, for charges incurred in the prior month.
- The billing shall list itemized charges indicating date of service, resident name, product/drug provided (including dosage), quantity, cost per each, total cost, payor source/category, etc.
- In addition, an invoice coversheet summarizing the cost by major categories (Medicare Part A, Medicaid Non-Covered, House Charges, etc.) must be included.
- Provider shall bill for the comprehensive services provided in accordance with state and federal guidelines. It is acknowledged that these guidelines may change during the term of the contract. All billing shall be following affected regulations.
- Provider shall bill all private pay clients directly.
- Provider staff shall work with residents and or families/guardians that are having financial difficulties to allow Provider to continue providing medications to resident.
- The State of Wisconsin Medicaid Program and/or Medicare Part D plans shall be billed directly for all covered items dispensed to eligible residents.
- Amounts received from Medicaid and/or Medicare Part D plans shall be considered payment in full.
- Medicare A shall include separate sub-totals for supplies and pharmaceuticals for each resident.
- Charges shall not exceed the Medicaid fee screen.
- The facility shall be billed directly for the following items:
 - ✓ Equipment rental expenses, if any.
 - ✓ House liability items itemized by resident.
 - ✓ Over-the-counter items itemized by resident.
 - ✓ Employee flu vaccines

G. EXPERIENCE

At a minimum, the contracted pharmacy shall have at least 5 years of pharmacy experience in serving nursing homes of similar size and makeup as Rock Haven. Provide detailed description of experience with your submittal.

H. CONTRACT TERMS AND CONDITIONS

The Pharmacy selected from this Request for Proposals shall present to Rock County a contract in executable form that includes all the provisions of this Request for Qualifications as well as standard contract terms addressing liability, indemnification, rights of termination, and other matters pertinent to professional services contracts and as outlined in this Request for Proposals.

MINIMUM REQUIREMENTS

Minimum requirements for submission shall include and should be formatted in the following fashion with each section tabbed separately:

1. Pharmacy Name, Address, Telephone Number, Fax Number and Primary Contact Person.
2. Brief history of Pharmacy.
3. Full disclosure of all lawsuits and claims filed against your firm in the past 24 calendar months.
4. Resumes of Key Personnel to be assigned and provide services under contract with the County.
5. Pharmacy's specific abilities and financial capacity to provide the required professional services and qualifications related to the requirements outlined in this Request for Proposals. Please be specific and provide projects, dates, and results.
6. Examples of specific knowledge and expertise related to Pharmacy Services.
7. References should demonstrate the Pharmacy's competence to perform work like that required on this Request for Proposals. Include Contact name, address, telephone number and e-mail address. Selected references may be contacted to determine the quality of work performed and personnel assigned to the project.
8. Rock County's cost for medications on attached list.
9. Proof of insurance and licensure.