

PROPOSAL COVER PAGE, CERTIFICATION, & SIGNATURE SHEET

PROPOSAL for Brookside Care Center – Institutional Pharmacy Services-KCDHS RFP#11-BCC-INSTRx

SUBMITTED by Vendor/Business Name _____

Affiliated With: _____

Proposal Contact Person _____

Proposal Contact Person Email Address _____

Proposal Contact Person Phone Number _____

General Business Information as it relates to contracts

Federal Tax ID Number _____ **Web URL** _____

Contract Signor Name & Title _____

Contract Signor Mailing Address _____

Contract Signor Phone # _____ **Contract Signor Email Address** _____

Billing Mailing Address _____

Billing Contact Name & Title _____

Billing Contact Phone # _____ **Billing Contact Email Address** _____

Service Liaison Name & Title _____

Liaison Phone # _____ **Liaison Email Address** _____

CERTIFICATION

In making this proposal, the proposing organization certifies:

- 1) that all applicable federal, state and county, laws, rules, regulations, statutes, codes and ordinances are adhered to in this proposal information submitted and will be adhered to in any resulting contract;
- 2) that all information submitted is complete and correct, and is submitted in response to the KCDHS Request for Proposal (RFP) with acknowledgment of receipt all of the RFP content information, supplemental information, revisions, and amendments;
- 3) that by submitting this proposal in response to this RFP, the proposer accepts and acknowledges that this Kenosha County RFP process is valid for decision making in the vendor selection for this RFP;
- 4) that the signor of this proposal is authorized by the proposing organization to submit and certify this proposal, and
- 5) that the proposing organization is a legal entity under laws of the State of WI or authorized to operate in the State of WI. Original signature is required below.

Pre-Qualification: Pharmacy is licensed as a pharmacy to do business in Wisconsin. (Circle one) YES NO

Authorized Signature _____ **Date** _____

Print Name / Title _____

Proposal Due by September 30, 2011, BY 10:00 AM

PROPOSAL RECEIVED DATE _____ **AND TIME** _____ **PROPOSAL CODE #** _____

RECEIVED BY (Name) _____

**KENOSHA COUNTY REPRESENTATIVE WILL REMOVE THIS PAGE
BEFORE PROPOSAL DISTRIBUTION**

BLIND SELECTION PROCESS – PROPOSAL NUMBER

[Enter a responder’s proposal code which can be any combination of numbers and letters. The responders must keep a copy of this page.]

PROPOSAL CODE NUMBER _____
[ALPHA-NUMERIC]

**KENOSHA COUNTY
DEPARTMENT OF HUMAN SERVICES
BROOKSIDE CARE CENTER
REQUEST FOR PROPOSAL**

This Request for Proposal (RFP) is being issued by the Kenosha County Department of Human Services (KCDHS), Brookside Care Center (BCC), to request competitive proposals from business organizations (Vendors) that are interested in providing **Brookside Care Center – Institutional Pharmaceutical Services.**

This RFP process is being coordinated with Kenosha County Department of Human Services and Brookside Care Center. The individual responsible for coordinating the Request for Proposal (RFP) process and point of contact is Dianne Niesen, KCDHS Contract Monitor, or designee. The Brookside Care Center will administer any contract resulting from this RFP.

THE CONTRACT THAT WILL BE AWARDED PROVIDES FOR THE DISPENSATION OF NEEDED, ESSENTIAL AND POTENTIAL LIFE-SAVING PRESCRIPTION MEDICATION FOR NURSING HOME RESIDENTS. TIME IS OF THE ESSENCE WITH RESPECT TO THE AWARDING, EXECUTION AND IMPLEMENTATION OF THE CONTRACT.

FAILURE TO SUBMIT A PROPOSAL ON TIME OR TO ADHERE TO THE TIMELINES CONTAINED HEREIN WILL BE GROUNDS FOR REJECTION OF A PROPOSAL.

RFP and Implementation Schedule

Vendors must state whether they are capable of meeting the implementation timetable stipulated in this RFP and any potential conflicts with those outlined dates.

Withdrawal of Proposal/Changes

A proposal may be withdrawn in written form, with a signature of a corporate officer, prior to the proposal due date. Negligence of the proposer in preparing the proposal submitted confers no right to withdraw the proposal after the proposal due date.

Once submitted a proposal becomes public property and will not be returned.

RFP Response-Proposal Submission

To be valid, proposals must follow all instructions of this RFP and will be **accepted no later than 10:00 AM on September 30, 2011.** Proposals must be **delivered in person by a legal representative of the proposing business organization (Vendor) to the following location:**

Kenosha County Administration Building, 1010-56th St., Kenosha, WI, 2nd Floor Conference Room. Delivery to any other location will be grounds for rejection of the proposal. Vendor is responsible for requesting a date and time delivered receipt upon delivery.

RFP Contact is via dianne.niesen@kenoshacounty.org All contacts and inquiries must be in writing (e-mail). Phone calls are not accepted as it relates to this RFP. Contact with any other Kenosha County Official or employee regarding this RFP will result in a proposal being disqualified. Any such written contact or inquiry will be posted on the website <http://www.co.kenosha.wi.us/dhs/Business/index.php> and provided to all proposers. Prior to submitting a proposal this website should be checked for any amendments to the RFP and responses to the inquiries.

RFP and 3rd Party RFP/Bid Services-Complete Request for Proposal information may be accessed and downloaded via the following website: <http://www.co.kenosha.wi.us/dhs/Business/index.php> Kenosha County is not responsible for the content of any proposal information received through any 3rd party RFP/Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party.

Errors or Omissions

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should notify immediately the RFP Contact Person via e-mail of such error and request modification or clarification of the RFP document. Should it be necessary to provide additional or clarifying information or to revise any part of the RFP, the revisions and supplemental information will be provided to e-mail addresses submitted via on-line registration (web address below), or as otherwise requested via e-mail.

Vendor Inquiries-RFP Questions and Deadline for Questions

After the RFP has been officially issued all inquiries or clarifications must be submitted via e-mail, and will be answered via e-mail. To facilitate response, deadline for Questions is September 23.

RFP Questions must be E-mailed to RFP Contact at dianne.niesen@kenoshacounty.org

Questions and Answers (Q&A) will be shared via e-mail addresses submitted through the on-line registration required to access the RFP document at <http://www.co.kenosha.wi.us/dhs/Business/index.php> or as requested in writing (e-mail). **Kenosha County is not responsible for incorrect or non-working e-mail addresses.** (Summary of Q&A may also be posted online as time and system coordination permits.)

RFP Response-Valid Proposal

In order to be considered a valid proposal, the following requirements must be met:

Response must include an original proposal and 5 copies. The first page of the original must have the original signature of the officer who will be accountable for all representatives. Unsigned proposals may be considered invalid.

The proposal must be in writing, submitted on time, and in accordance with instructions of this RFP.

All proposals must be submitted in Word format. In addition, one diskette copy of the proposal must be provided.

Except for the cover page, proposals shall not contain the name of the proposing vendor or competitors within the proposal itself, or any statement that directly or indirectly identifies the proposing vendor or competitors.

Due to the legal administration of this RFP and the convening of a special non-County evaluation panel, a \$500.00 non-refundable administration fee must be submitted with the proposal in the form of a check made payable to Kenosha County.

Objection and Appeal Regarding the RFP

Prior to submitting a proposal, the exclusive remedy for appealing any objection to the RFP protocol or content will be the issuance of a temporary injunction by a court of competent jurisdiction. By submitting a response to the RFP, the proposer must agree to waive any subsequent right to an appeal.

| RFP CALENDAR OF ACTIVITIES | |
|--|--|
| DATES | ACTIVITY |
| September 16 | Public Notice Email |
| September 23 | Deadline for questions |
| September 30, By 10AM | Proposals Due-as specified on page one |
| October 3-October 20 | KCDHS Proposal Review & Award Process Completed and KCDHS Award Recommendation Notification Letters Mailed |
| October 24 –December 15 December 15, 2011 -12:01 AM | Transitional Planning, Implementation, Execution of Contract Contract Start Date |
| December 31, 2012 11:59 PM | Contract Termination Date unless terminated in accordance with the provisions contained herein or per contract terms and conditions. |
| Kenosha County Department of Human Services reserves the right to deviate from any timetable related to this RFP. | |

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I GENERAL INFORMATION AND REQUIREMENTS

- A. The RFP process for the provision of pharmacy services at Brookside is voluntary and not mandated by state or federal law.
- B. It is the intent of Kenosha County Department of Human Services (KCDHS) to execute a contract for the term heretofore setforth; any contract renewals are determined solely by Kenosha County, renewals are subject to applicable requirements and Department authorizations, and are additionally contingent on availability of funds, satisfactory contract performance, and negotiation of renewal rates.
- C. The executed contract may be terminated by either the Provider or Kenosha County Administration without cause and without further County Board approval upon 60 days written notice.
- D. Request for Proposals (RFP) are sent out prior to the final budget approval process and therefore may be modified, and are contingent upon final Department approvals and County funding.
- E. KCDHS does not reimburse proposer for any costs incurred or associated with proposal preparation or attendance at RFP related meetings.
- F. KCDHS reserves the right to negotiate changes in both reporting and billing requirements.
- G. KCDHS expects pharmacy to be responsible for 3rd party billing for services provided by pharmacy, except billing of Medicare Part A.
- H. As a Federal/State/County funded program, be aware that regulations may change during program operation and the program design may be affected resulting in modification by KCDHS.
- I. Proposals must be typed, and organized as stated within this RFP. KCDHS reserves the right to reject information submitted in a proposal that is not requested via this RFP document or any of its revisions, supplemental information, or amendment throughout the process.
- J. All program specifications and requirements stated in this RFP must be addressed in the proposal. Failure to respond to the RFP in its entirety as presented in this RFP document, any revisions or supplemental information, or amendments provided throughout the RFP process, may result in disqualification.
- K. Proposers may be required to submit portions of this RFP in an electronic format or on forms included in this RFP document or as otherwise requested by KCHDS. In instances where a proposer changes the original document(s) without prior written authorization of KCDHS, the original form of the RFP information shall take precedence over any changes by the proposer.
- L. KCDHS reserves the right to select the proposal judged to be the most advantageous to the Department through the Department evaluation procedures. This proposal may be other than the lowest cost proposal resulting from the evaluation and criteria contained herein. Kenosha County further reserves the right to: adjust, cancel, amend, or withdraw in part or entirety the RFP. Prior to an Award, the County further reserves the right to reject any or all proposals, extend the deadlines or re-issue any or all parts of the RFP; waive any provision that would not have significant impact on any proposal; reject any and all proposals; negotiate non-financial issues pertaining to contract implementation with all qualified sources; accept a higher cost proposal; or not award if proposals received are not acceptable or if it is otherwise in the best interest of KCDHS. If awarded, all contracts are contingent on funding; and funding levels may change from those listed within the RFP. All recommended awards are contingent upon approval by a licensed Nursing Home Administrator.
- M. Public Records - All material submitted by proposers become the property of Kenosha County upon submission, and therefore, public information, following completion of all RFP and appeal activities, and are subject to requirements of Wisconsin open records laws. By submitting a proposal, the proposer acknowledges and agrees that Kenosha County will have no obligation or any liability to the proposer in the event of disclosure of any submitted information.

- N. Kenosha County contracts are subject to all legal requirements of county, state or federal statutes and regulations. Laws of the State of Wisconsin apply. Additionally, all contracts are contingent on funding.
- O. Data Reporting Requirements - Data reporting requirements serve three purposes: 1) meet Federal and State reporting requirements, 2) provide information for program monitoring and management and 3) provide for component and program evaluation. KCDHS reserves the right to specify its individual reporting requirements.
- P. Contract Reimbursement Policy - It is the intent of KCDHS to reimburse the approved costs for services as provided under this RFP and reported each month. Payments will depend on timeliness, accuracy of reporting, and compliance with contract requirements.
- Q. Performance and Reporting Requirements – Contracted providers are required to comply with performance reporting requirements and evaluation methods as defined by KCDHS. Requirements may include submitting reports and attending meetings with KCDHS representatives to review services, to assess progress & performance, to identify barriers, and to determine if any corrective action measures are necessary. It is the responsibility of the service provider to provide corrective action plans and reports as needed.
- R. Ethics Policy Requirements / Conflict of Interest – Proposers are required to return the RFP Form ‘Kenosha County Policy on Ethics in Government’.
- S. Compliance with all Federal and State Laws and Regulations Pertaining to Nursing Homes, Medicare and Medicaid – By submitting a response to this RFP and as it relates to a contract award, proposers are certifying that they have complied with and will continue to comply with all Federal and State laws and regulations pertaining to the provision of pharmaceutical services, Medicare and Medicaid; and including, without limitation due to enumeration, any anti-trust or restraint of trade laws, and anti-kickback laws; it is understood that Kenosha County is relying in good faith upon such representation; and furthermore in the event of any action taken against the Provider or Kenosha County as a result of the RFP or subsequent contract, that they will indemnify and hold Kenosha County harmless for all costs, fees, judgments and awards associated with any liability imposed on Kenosha County, including any actual and reasonable attorney fees and costs incurred by Kenosha County in retaining an attorney of its choosing for the defense of any allegations against Kenosha County.
- T. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability - The contracted pharmacy shall agree to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services contractor provides or purchases with funds provided under this Contract. Contracted pharmacy must comply with all provisions of the law and if it is determined that the contracted pharmacy is a “Business Associate” within the context of the Law, will be required to sign the Business Associate Agreement and made part of the Contract, and agrees to use a Business Associate Agreement provided by KCDHS with any subcontractor to the extent that the HIPAA regulations apply to the services provided by the subcontractor.
- U. Non-discrimination – The contracted pharmacy shall agree not to discriminate on the basis of age, race, religion, color, sex, national origin/ancestry, disability/association with a person with a disability, and political belief/affiliation, in connection with the work performed under the agreement.
- V. Special Needs – Provider must note the need for any staffing, equipment or data processing needs.
- W. No Assignment or Sub-contracting – no assignment or sub-contracting in regards to any contract resulting from this RFP is permitted without County written approval.
- X. Conflict – In case of a conflict between any provisions of this RFP, the provision most favorable to the County will control.

II SERVICE DESCRIPTION AND SPECIFICATIONS

A. Brookside Care Center Information

The Brookside Care Center is Medicare/Medicaid certified nursing home, serving Kenosha County residents in need of skilled nursing care and those in need of short-term recuperative and rehabilitation services. Brookside provides 24-hour registered nursing care, pain management, restorative care, physical, occupational and speech therapy services, respiratory care, wound care, intravenous therapy, post-surgical care, and hospice care.

Brookside Care Center (Brookside) Mission

It is the mission of Brookside Care Center to provide high quality nursing home services to residents of Kenosha County in a fiscally responsible manner. In fulfillment of this mission, we affirm that Brookside is committed to view those whom we serve as persons of dignity and worth, regardless of race, sex, creed, age, national origin or social status. Brookside is committed to operate as a county governmental health care facility, providing qualified personnel, assuring the health, safety, and rights of our residents.

B. RFP Purpose and Background

The purpose of this RFP is to obtain institutional pharmaceutical services for the Kenosha County Department of Human Services, Brookside Care Center residents as required under State and Federal Codes, and in accordance with applicable federal, state, and county, laws, rules, regulations, statutes, and ordinances. The RFP process for the provision of pharmacy services at Brookside is not mandated by state or federal law. KCDHS reserves the right to obtain medications and services from any pharmacy in the event of emergency. KCDHS assumes no obligation to purchase any minimum amount of service - estimated service is \$200,000+ per year, which is based on projected budget census per day of: Medicare–30, Private Pay–29, and Medicaid–92.

C. Service Specifications and Requirements

The pharmaceutical services described in this RFP will be provided to residents of Kenosha County Brookside Care Center. Proposers must be licensed as a pharmacy and pharmacists must be licensed to practice in WI. The contracted pharmacy must be familiar with and agree to abide by all state and federal codes and statutes, and must also agree to provide services as required of a pharmaceutical service provider under the Medicare and Wisconsin Medicaid programs, and any other governing authorities regulating the provision of pharmaceutical services in a skilled nursing home. Additionally, service requirements include but are not limited to the following:

Accurate, timely, and readily accessible medications and services (including prescription drugs, non-prescription drugs, infusion therapy solutions, and items needed to administer drugs), to Brookside Care Center for its residents, 24 hours a day, 7 days a week, including holidays.

Deliveries to the designated entrance(s) and through designated facility contacts.

Medication systems for the accurate storing, dispensing and administering of properly labeled medications, ensuring quality assurance programs and control procedures are in place with methods for tracking errors.

Contingency supply of required medications to facility

Same day delivery for new orders not available in pharmacy's contingency back-up

Emergency medication back-up plan to provide required medications to facility

Policies and procedures for continuation of services in event of disaster

Compliance with all requirements of HIPPA to the extent that HIPPA applies to the Kenosha County Brookside Care Center

Use of facilities electronic medical record system in working with facilities medical records, the system to be used is American Data, Electronic Chart System and Financial System (ECS).

Consultation services by a pharmacist licensed in WI, on all aspects of the provision of pharmacy services in the facility, including the following:

Monthly drug regimen reviews and Monthly nursing station checks.

Consultation during state/federal survey, verification visits, or as otherwise determined necessary by Brookside Care Center Management.

Attendance and participation on the quarterly Quality Improvement and Assessment Committee.

Attendance and participation on the monthly Behavior Management Team Committee.

Admission consultation services upon request.

Participation with or consultation to other facility committee's as needed.

Equipment Required – Pharmacy will furnish at its own expense:

All equipment and materials necessary to perform services.

At least two (2) Facsimile (FAX) machines including supplies and maintenance of machines.

At least seven (7) medication carts.

Service Reimbursement, Billing Information & Requirements

Pharmacy is responsible for 3rd party billing for services provided by pharmacy, except billing of Medicare Part A.

Pharmacy is responsible for following regulating authority requirements and guidelines, including Medicare guidelines for authorizations, etc.

Pharmacy is required to charge identical pharmaceutical charges for private pay and Medicaid patients

Required medications cannot be withheld from residents contingent on payment.

Pharmacy is required to bill on a monthly basis.

Pharmacy must provide HL7 interface with Electronic Medical Records (EMR) system when available at pharmacy's expense. Brookside's current system is ECS by American Data.

Pharmacy is required to provide a list of contracted Medicare Part D Programs to the facility annually by October end. Pharmacy is also required to provide a list based on medication profile, as to which plans cover residents medications.

Brookside reserves the right to review and negotiate all pricing factors annually.

Performance Standards & Requirements

Provider of services is required to comply with all applicable federal and state statutes, codes, laws, rules, and regulations and governing authorities, including the Health Insurance Portability and Accountability Act (HIPAA), and the requirements of KCDHS Brookside Care Center.

Pharmacy must designate a contact person or liaison to discuss service issues and resolve problems.

III EVALUATION & SELECTION PROCESS

A. Independent Panel

The awarding of a contract as a result of this RFP will be made based upon the response to the RFP and as per the recommendation of an independent panel.

B. Blind Selection

Responses to the RFP are to be made IN PERSON BY AN AUTHORIZED REPRESENTATIVE OF THE RESPONDER/PROPOSER no later than 10:00AM on September 30, 2011 AT 2nd FLOOR CONFERENCE ROOM OF THE KENOSHA COUNTY ADMINISTRATION BUILDING LOCATED AT 1010 56TH ST., KENOSHA, WI 53140. NO RESPONSE WILL BE ACCEPTED LATER THAN 10:00am ON SAID DATE. At that time the responses will be opened, stamped received by Kenosha County, and alpha-numeric coded to ensure an impartial review, and will then later be presented to the independent panel for review, analysis and recommendation.

Responses are deemed the property of Kenosha County and are considered a public record and subject to posting on the County's website for possible public comment prior to an award. Notification of such posting and opportunity to review and comment will be sent to the US Inspector General and US Attorney for the Eastern District of Wisconsin and the Kenosha County District Attorney.

C. Evaluation Criteria

The evaluation criteria are listed below. Standard forms, raw scores, and ranking will be used as may be applicable. Kenosha County reserves the right to request an Interview Meeting if determined as necessary.

| <u>Evaluation Criteria - Categories</u> | <u>Total Possible Points</u> |
|---|------------------------------|
| Pricing Factors | 75 |
| Ability to Provide Services | 25 |

D. Appeal Process Subsequent to an Award

Subsequent to an award the exclusive remedy to an award will be litigation as permitted by WI law pertaining to municipalities.

IV INSTRUCTIONS - REQUIRED PROPOSAL INFORMATION

Proposal Preparation

Thoroughly examine the entire RFP document. Completed proposals must include all information listed in this section and defined within this RFP, and any revisions, supplemental information or amendments made throughout the RFP process. KCDHS reserves the right to reject incomplete proposals. KCDHS reserves the right to reject information submitted in a proposal that is not requested through this RFP process.

Proposal Part One-Support Documentation

The following information is required for service provision, must meet related laws, rules, and regulations of governing authorities, and will be reviewed independent of the scoring process. Submit the following information as Part One and as a separate set of information from Part Two. The information will be reviewed independent of the scoring process.

1. Insurance Coverage - Provide proof of insurance, e.g., certificate of current liability insurance.
2. Licenses and Accreditations – Provide copies of all current licenses and accreditations held or required, pharmacy and pharmacist licenses.
3. County Employee Disclosure – List all Kenosha County employees or former employees to whom the business paid a wage, a salary or independent consultant fee during the preceding one and one half years.
4. Provide copy of last completed fiscal year audit by an independent auditor, or year-end financial report, if audits are not required of your company.

KCDHS reserves the right to request additional documentation or information if necessary to adequately review proposals and/or as needed at time of contract award.

Proposal Part Two-Proposal Criteria Requirements

IMPORTANT - FORMS INCLUDED WITH THIS RFP MUST BE COMPLETED AS PROVIDED

Pricing Factors (75 points)

Complete RPP Forms - Pricing Factors

Ability to Provide Services (25 points)

RFP and Implementation Schedule - Vendors must include a statement (see Form 1) whether they are capable to meet the implementation timetable stipulated in this RFP and any potential conflicts with those outlined dates.

Additionally, provide all other information as listed on RPP Form 1.

FOR EVALUATION PURPOSES, PROPOSAL INFORMATION MUST BE SUBMITTED BY ALL PROPOSERS AS REQUESTED IN THIS RFP. DO NOT ALTER THE FORMS OTHER THAN TO RESPOND TO THE REQUESTED INFORMATION.

BLIND SELECTION PROCESS REQUIRES THAT PROPOSALS SHALL NOT CONTAIN THE NAME OF THE PROPOSING VENDOR OR COMPETITORS WITH THE PROPOSAL ITSELF, OR ANY STATEMENT THAT DIRECTLY OR INDIRECTLY IDENTIFIES THE PROPOSING VENDOR OR COMPETITOR. WHERE YOU FEEL IT NECESSARY TO STATE A NAME RELATED TO YOUR BUSINESS, YOU MUST SUBSTITUTE THE WORD “WE” IN PLACE OF NAME OF BUSINESS, OR PERSON, OR ANY OTHER IDENTIFIER THAT WOULD REVEAL WHO THE BUSINESS IS.

FORM 1 – ABILITY TO PROVIDE SERVICES

COMPLETE THE INFORMATION BELOW

Complete the information to demonstrate your business experience and contracting experience in the provision of pharmaceutical services for skilled nursing facilities in Wisconsin.

Licensed to operate in the State of Wisconsin? (Circle answer) YES NO

Years of experience in providing pharmaceutical services to
skilled nursing facilities in the State of WI _____

Years of experience in providing pharmaceutical services to
skilled nursing facilities in the State of WI with 100 beds or more in the State of WI _____

RFP and Implementation Schedule Statement

Vendors must circle below whether they are capable to meet the implementation timetable stipulated in this RFP and if there are any potential conflicts with those outlined dates, must describe below.

We are able to meet the implementation timetable (circle one) YES NO

If any Potential Conflicts, describe below:

Describe ability to provide services, plan or methodology for performing the work, by providing your information using this Form List below.

1. Describe the medication dispensing system, e.g., unit dose, punch pack bulk.
2. Describe quality assurance programs, control procedures and methods for tracking errors. Describe procedures for identifying potential drug interactions and/or appropriate drug therapy.
3. Provide a detailed delivery schedule. Include times for daily deliveries, deadline times for inclusion in those daily delivery times, estimated delivery time for stat orders, and estimated delivery time after the latest delivery cut-off time.
4. Provide detail of plan for contingency supply of required medications.
5. Provide details of emergency medication back-up plan.
6. What action is taken by the pharmacy when a medication is no longer covered by insurance?

7. Describe policies and procedures for continuation of services in the event of disaster.
8. Describe return policy.
9. Provide information on facsimile (FAX) machines and maintenance plans. (2 required)
10. Provide information on medication carts. (7 required).
11. Describe experience and ability to interface with Electronic Medical Records (EMR) systems.
12. Describe plan, billing practices, methods and systems, for all 3rd party billing.
13. Describe internal quality control or other similar techniques for monitoring billing.
14. Describe any additional value added services that will be supplied. Be specific.

FORM 2 – PRICING FACTOR-OVER THE COUNTER (OTC) MEDICINES

Brookside Care Center bears the cost of providing over the counter medication for residents. As a cost saving measure, Brookside Care Center chooses to stock the following medications in bulk form. These over the counter medications represent approximately 22% of the overall pharmaceutical expenditures.

DO NOT ALTER THIS FORM

Proposer must provide charges for the following OTC medicines
AS LISTED BELOW INCLUDING IN THE LISTED QUANTITIES

| <u>Drug</u> | <u>Quantity</u> | <u>2012 Charge to Brookside</u> |
|-----------------------------------|-----------------|---------------------------------|
| Acetaminophen 325mg tablet | 1000 tablets | \$ |
| Acetaminophen ES 650mg caplet | 1000 caplets | \$ |
| Docusate Sodium 150mg/15ml liquid | 473 ml | \$ |
| Docusate Sodium 250mg capsule | 1000 capsules | \$ |
| Vitamin C 1000 mg tablet | 1000 tablets | \$ |
| Multivitamin w/Minerals | 1000 tablets | \$ |
| Calcium 500mg w/Vitamin D | 1000 tablets | \$ |
| Ferrous Sulfate 325 mg tablet | 1000 tablets | \$ |
| ASA-EC 325 mg | 100 count | \$ |
| ASA-EC 81 mg | 36 count | \$ |
| Milk of Magnesia/MOM 473ml | 473 ml | \$ |
| Mylanta | 473 ml | \$ |
| Guifenisen DM | 473 ml | \$ |
| Tylenol Liquid | 473 ml | \$ |
| Bisacodyl Suppository | 50 count | \$ |
| Tylenol Suppository | 12 count | \$ |

Provide 3-yr Projected Pricing % increase below.

Year 2013 _____

Year 2014 _____

Year 2015 _____

FORM 3 – PRICING FACTOR-CONSULTING SERVICES

Brookside Care Center (BCC) is required to have consulting pharmacist services. Fees charged for consultant pharmacists services must be at fair market value. The cost of consultant pharmacists represents approximately 3% of the over-all BCC pharmacy cost.

Provide your cost/charge per hour for the following consulting services and the projected percentage increase in the subsequent years.

Brookside Information: Average daily census-152, Wings-2, Halls-7, Carts-6, Nursing Stations-2

| <u>Service</u> | <u>Hours Per Month</u> | <u>Hourly Cost/Charge 2012</u> | <u>Projected % Increase 2013</u> | <u>Projected % Increase 2014</u> | <u>Projected % Increase 2015</u> |
|--|------------------------|--------------------------------|----------------------------------|----------------------------------|----------------------------------|
| 1. Monthly Drug Regimen Review _____ Based on Census | | | | | |
| 2. Monthly Nursing Station Check _____ 2 med rooms, 6 carts | | | | | |
| 3. Consultation During State/Federal Survey &/or Verification Visits as needed _____ | | | | | |
| 4. Quality Improvement & Assessment Committee <u>Quarterly, 1hour each</u> | | | | | |
| 5. Behavior Management Team Committee <u>Monthly/2 hours each</u> | | | | | |
| 6. Admission Consultation <u>As needed</u> | | | | | |
| 7. Other Facility Committees <u>As needed</u> | | | | | |

Amendment 9/20/11-added the following line.

Based on the above information, price of consulting pharmacist services is \$ _____ per bed, per month.

Brookside Care Center reserves the right to reject any prices that are below fair market value.

FORM 4 – PRICING FACTOR-OXYGEN SERVICES

Brookside Care Center is responsible for oxygen and other respiratory supplies for Medicare A patients. This expense represents approximately 3% of the overall pharmacy cost.

DO NOT ALTER THIS FORM

Proposer must provide charges for the following oxygen services
AS LISTED BELOW INCLUDING PER THE LISTED PRICING UNITS

| Oxygen Services | Pricing Unit | 9/20/11 Amendment Correction to Yr. 2010 2012 Price / Unit |
|------------------------|----------------|---|
| E-tank | 1 tank | \$ |
| Non-rebreather Mask | Per each | \$ |
| Nasal Cannula | Per each | \$ |
| Double Lumen Cannula | Per each | \$ |
| Small Volume Nebulizer | Monthly rental | \$ |
| C-PAP Machine | Monthly rental | \$ |
| B-Pap | Monthly | \$ |
| Pre-filled Humidifiers | Price for 12 | \$ |
| Humidifier Bottles | Price for 12 | \$ |
| Oxygen Conserver | Monthly rental | \$ |

Often it is more advantageous to purchase some equipment as opposed to incurring a monthly rental fee. Provide 2012 pricing below, in the event Brookside Care Center would elect to purchase the following items.

- Small Volume Nebulizer _____
- C-Pap Machine _____
- Bi-Pap Machine _____
- Oxygen Concentrator _____
- Oxygen Conserver _____

FORM 5 – PRICING FACTOR-MEDICARE A FEE FOR SERVICE PRICING

Brookside Care Center is responsible for the charges billed for residents under a Medicare Part A stay. Brookside is not seeking a per diem rate because it is imperative that we determine all of the charges including medications typically excluded from Medicare Part A per diem's. This expense represents 54.8% of our overall pharmacy expenditures.

Provide an itemized monthly statement using 2012 prices for each of the following sample residents' medication orders (30 day supply, unless otherwise indicated). Include any and all supplies needed for delivery of medication if applicable.

Respond to the following:

Define the Fee Structure used to determine the prices (for the sample residents).

Is that the Fee structure you will use for all Medicare A pricing?

(Circle one) YES NO If no, explain.

Brookside Care Center will be experiencing a 14% cut in Medicare rates effective October 1, 2011.

Would your company consider discounting the overall costs by 5% to assist Brookside in this reduction?

(Circle One) YES NO (add comment as you deem necessary)

Sample Resident Information for Itemized Monthly Statement – (Submit one for each sample resident as listed.)

Resident 1

Amlodipine Besylate 5mg tablet qd
Anagrelide HCL 0.5 mg capsule bid
Aapro 150 mg. tablet qd
Bystolic 5mg tablet qd
Clonidine HCL 0.1 mg tablet bid
Cymbalta 60 mg. delayed release particles qd
Furosemide 20 mg tablet qd
Levothyroxine Sodium 25 mcg. Tablet qd
Propranolol HCL 20 mg. tablet qd
Zetia 10 mg. tablet qd
Lidoderm 5% patch transdermal qd
Fosamax 70 mg one time per week
AzaSite 1% solution one drop to both eyes daily

Resident 2

Amiodarone HCL 200 mg tablet qd
Aranesp SureClick 60MCG/0.3 ml solution injection sub-q twice a month
Beelith 362 mg-20mg tablet, 2 tablets qd
Cyanocobalamin 1000mcg/ml solution IM q month
Donepezil HCL 10 mg tablet dispersible one qd
Magnesium Oxide 400 mg. tablet qid
Omeprazole 20 mg capsule delayed release qd
Sodium Bicarbonate 650mg tablet bid
Saline 0.9% solution, intraperitoneal , 1000ml three times per week for hypodermoclysis
Sodium Polystyrene Sulfonate 15gm/60ml, 30 gm qd

Resident 3

Cephalexin 500 mg capsule tid
Tricor 145mg tablet qd
Insuline Glargine 100 units/ml solution, 16 units qd
Metoprolol Tartrate 50 mg tablet bid
Omeprazole 20 mg qd
Crestor 5mg tablet qd
Miracle Olivamine 2 capsules qd
Dakin's solution 0.125% topical daily (charge for 1 bottle)
Afrin Nasal Spray 0.05% solution 2 sprays to each nostril three times per week (charge for 1 bottle)

Resident 4

Vancomycin HCL 250mg capsule qid x 10 days
Vancomycin HCL 250mg capsule tid x 10 days
Vancomycin HCL 250 mg capsule bid x 10 days
Letrozole 2.5 mg tablet qd
Vicodan 5mg-500mg one tablet q 6 hours as needed for pain (bill for 60)
Lipitor 40 mg. tablet qd
Glimepiride 1mg tablet qd
Femara 2.5 mg qd
Esomeprazole Magnesium 40 mg capsule delayed release qd
Enablex 7.5 mg tablet extended release 24 hour qd
Clonazepam 1mg tablet qd
Cyanocobalamin 1000 mcg/ml injection once per month
Metoprolol Succinate 50 mg tablet extended release bid
Nexium 40 mg capsule delayed release qd
Nystatin 100000unit/gm Cream bid prn (1 tube)
Suprax 40 mg tablet qd for 10 days (10 tablets)

Resident 5

Altace 10mg tablet qd
Amiodarone HCL 400 mg tablet qd
Aricept HCL 5mg tablet qd
Calcium Carbonate 500 mg tablet qd
Cardizem CD 240 mg capsule ER qd
Cyanocobalamin 1000 mcg/ml solution injection IM q month
Folic Acid 1mg tablet qd
Furosemide 20 mg tablet qd
Potassium Chloride 10meq tablet ER qd
Patoprazole Sodium 40 mg delayed release qd
Enoxaparin Sodium 30mg/0.3ml sub-q qd
Simvastatin 20 mg tablet qd
Vitamin B-6 100 mg tablet qd
Azelastine HCL 137mcg/spray Solution nasal bid to each nostril (quantity for 120 sprays)
Oxycodone-Acetaminophen 5mg-325 mg q 4 hours prn pain (quantity 90)

Resident 6

Azathioprine 50 mg tablet tid
Simvastatin 5mg tablet qd
Vitamin B-12 50 mg tablet qd
Vitamin B-1 50 mg tablet qd
Carbidopa-Levodopa 25mg-100mg tablet five times a day
Metoprolol Tartrate 25 mg bid
Lovenox 40mg/0.4ml solution sub-q qd

Resident 7

Plavix 75mg tablet qd
Omeprazole 20 mg capsule delayed release qd
Gabapentin 100 mg capsule, 2 capsules bid
Namenda 10 mg bid
Vicodin 5mg-500 mg tid
Lasix 40 mg qd
Citalopram Hydrobromide 40 mg tablet qd
Zaroxolyn 2.5 mg tablet three times per week
Potassium Chloride Crys CR 20 meq tablet ER bid

Resident 8

Omeprazole 20 mg capsule delayed release qd
Digoxin 0.125 mg tablet qod
Sertraline HCL 25 mg tablet qd
Sertraline HCL 50 mg tablet qd
Spironolactone 25 mg tablet qd
Lantus 100 unit/ml Solution sub-Q 65 units qd
Carvedilol 3.125 mg tablet one half tablet (1.5625mg) q 12 hours
Metoclopramide HCL 5mg tablet qid
Methenamine Hippurate 1GM bid
Furosemide 40 mg bid
Coumadin 3mg tablet qod
Coumadin 4mg tablet qod

Resident 9

Glimepiride 4mg tablet bid
Bumetanide 1mg tablet qd
Carvedilol 6.25 mg tablet bid
Citalopram Hydrobromide 20 mg tablet qd
Lyrica 75 mg capsule qd
Certavite Antioxidants tablet qd
Omega-3 1000mg capsule qd
Omeprazole 20mg delayed release capsule qd
Ayr Saline Nasal Gel bid to both nostrils (60 applications)
Levemir 100unit/ml 28 units sub-q daily
MS Contin 15 mg tablet ER qd
Nitroglycerin 0.2mg/hr patch qd
Bacitracin 500unit/gm ointment to inside of nostrils qid (2 tubes)
Detrol LA 4mg capsule ER qd
Warfarin Sodium 7.5 mg tablet qd
C-PAP machine nightly for sleep apnea (1 unit)
Oxygen 2-4 lpm via nasal cannula to keep O2 sat above 91% (1 concentrator, 20 E-tanks, 4 nasal cannulas, 4 extension tubings, 4 humidifier bottles)

Resident 10

Saline Flush 0.9% Solution IV push q 8 hours before and after antibiotic administration
Hearin Lock Flush 1unit/ml Solutions IV push q 8 hours after antibiotic for PICC line flush
Meropenem 1GM Solution Reconstituted IVPB, 1 gm q 8 hours
Synthroid 25 mcg tablet qd
Pantoprazole Sodium 40 mg tablet delayed release qd
Albuterol with ipratropium inhalation solutions 3ml inhalation qid
Metoprolol Tartrate 25 mg tablet q 12 hours
Miconazole Sodium 100 mg Solution Reconstituted Intravenous IVPB q 24 hours
Diphenhydramine HCL 25 mg tablet qd
Oxycodone HCL 5mg tablet q four hours prn pain (60 doses)
Lorazepam 1mg tablet daily pm (20 doses)

FORM 6 – KENOSHA COUNTY POLICY ON ETHICS IN GOVERNMENT

**COMPLETE AND RETURN WITH YOUR PROPOSAL
PUBLIC NOTICE
PERTAINING TO ALL REQUESTS FOR PROPOSALS AND BIDS**

REGARDING KENOSHA COUNTY POLICY ON ETHICS IN GOVERNMENT

In addition to ethical standards set forth in Wisconsin Statutes Section 19.59 for all County employees and officials [either elected or appointed] Kenosha County has adopted an Ethics Policy that is applicable to County employees in conducting county business. That policy may be reviewed at http://www.co.kenosha.wi.us/corpc/documents/05_CH_ET.pdf

The Ethics Policy is intended to ensure that public trust in Kenosha County government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes the misuse or misappropriation of County property or funds for personal use or otherwise, use or disclosure of confidential information for personal gain or otherwise, elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by County employees, the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee, and the conducting of personal business or campaigning during working hours.

This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. Contracts with Kenosha County also require that any party contracting with Kenosha County also report any violation to either the District Attorney or Corporation Counsel for Kenosha County.

In addition, Wisconsin Statutes Sections, 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract are considered Class 1 felonies and activity considered in violation of these statutes will be reported to the Kenosha County Sheriff for investigation and the Kenosha County District Attorney for prosecution.

IN SUBMITTING A BID OR PROPOSAL IN RESPONSE TO A REQUEST FOR BIDS OR PROPOSALS, A PARTY MUST ACKNOWLEDGE BOTH IN THIS RESPONSE AS WELL AS IN ANY SUBSEQUENT CONTRACT THAT:

1. THE PARTY HAS READ THIS NOTICE IN ITS ENTIRETY, UNDERSTANDS ITS CONTENT AND AGREES TO BE BOUND BY THE PROVISIONS HEREIN, AND
2. THE PARTY KNOWS OF NO CONFLICTS OF INTEREST OR APPEARANCE OF A CONFLICT OR APPEARANCE OF AN IMPROPRIETY ON THE PART OF ANY CURRENT OR FORMER COUNTY OFFICIAL OR EMPLOYEE WHO MAY HAVE HAD A ROLE ON DECIDING WHICH PROPOSAL OR BID WILL BE ACCEPTED, AND
3. IT IS ACKNOWLEDGED THAT IT IS A CRIME UNDER SEC. 946.13 WIS. STATS., IF ANY PUBLIC OFFICIAL OR EMPLOYEE SHALL, IN HIS OR HER PRIVATE CAPACITY, NEGOTIATE OR BID FOR OR ENTER INTO A CONTRACT IN WHICH HE OR SHE HAS A PRIVATE PECUNIARY INTEREST, DIRECT OR INDIRECT, IF AT THE SAME TIME HE OR SHE IS AUTHORIZED OR REQUIRED BY LAW TO PARTICIPATE IN HIS OR HER CAPACITY AS SUCH OFFICER OR EMPLOYEE IN THE MAKING OF THAT CONTRACT OR TO PERFORM IN REGARD TO THAT CONTRACT SOME OFFICIAL FUNCTION REQUIRING THE EXERCISE OF DISCRETION ON HIS OR HER PART, NOR SHALL ANY OFFICIAL OR EMPLOYEE, IN HIS OFFICIAL CAPACITY, PARTICIPATE IN THE MAKING OF A CONTRACT IN WHICH HE OR SHE HAS A PRIVATE PECUNIARY INTEREST, DIRECT OR INDIRECT, OR PERFORMS IN REGARD TO THAT CONTRACT SOME FUNCTION REQUIRING THE EXERCISE OF DISCRETION ON HIS OR HER PART.

IN THE EVENT WIS. STAT, SECS. 946.12 AND 946.13 ARE VIOLATED, IT IS UNDERSTOOD THAT THIS CONTRACT MAY BE VOIDED AT THE DISCRETION OF KENOSHA COUNTY.

4. QUESTION PERTAINING TO CONFLICTS OR APPEARANCE OF AN IMPROPRIETY MAY BE ADDRESSED TO THE OFFICE OF THE KENOSHA COUNTY CORPORATION COUNSEL.

5. VIOLATIONS ARE REQUIRED TO BE REPORTED, AND
6. NO ATTEMPT HAS BEEN MADE BY ANYONE ON BEHALF OF THE PARTY SUBMITTING THE PROPOSAL OR BID TO DIRECTLY OR INDIRECTLY ILLEGALLY INFLUENCE THE AWARDING OF A CONTRACT BY PROMISE OF OR DELIVERY OF ANY CONSIDERATION OR ANY THING OF VALUE TO A CURRENT OR FORMER COUNTY OFFICIAL OR EMPLOYEE OR FAMILY OR HOUSEHOLD MEMBER OF A CURRENT OR FORMER COUNTY OFFICIAL OR EMPLOYEE, OR IN ANY OTHER MANNER CONTRARY TO LAW, AND
7. KENOSHA COUNTY PROHIBITS COMMUNICATION RELATIVE TO THIS REQUEST FOR PROPOSAL OR BID BY A PROPOSER OR BIDDER WITH ANY COUNTY ELECTED OFFICIAL OR EMPLOYEE PRIOR TO THE TIME AN AWARD HAS BEEN MADE, EXCEPT AS PROVIDED FOR IN THIS REQUEST FOR PROPOSAL OR BID INVITATION. VIOLATION OF THIS SECTION IS GROUNDS FOR DISQUALIFICATION OF THE PARTY'S PROPOSAL.
8. OTHER THAN THE COUNTY REPRESENTATIVE NOTED HEREIN, NO OTHER EMPLOYEE OR REPRESENTATIVE OF KENOSHA COUNTY IS AUTHORIZED TO INTERPRET ANY PORTION OF THE REQUEST FOR PROPOSAL OR BID OR GIVE INFORMATION AS TO THE REQUIREMENTS OF THIS REQUEST OR AMENDMENT THERETO. BIDDERS ARE INSTRUCTED NOT TO CONTACT ANY OTHER COUNTY DEPARTMENT OR EMPLOYEE REGARDING THIS PROPOSAL.
9. WRITTEN QUESTIONS WILL BE ANSWERED IN WRITING TO THE PROPOSER REQUESTING A RESPONSE. PROPOSER'S QUESTIONS AND THE COUNTY'S ESPONSES WILL BECOME A PUBLIC RECORD, AND
10. THE PARTIES ACKNOWLEDGE THAT KENOSHA COUNTY IS A MUNICIPAL CORPORATION LEGALLY BOUND TO COMPLY WITH THE WISCONSIN OPEN MEETINGS AND PUBLIC RECORDS LAW AND THAT AS SUCH, UNLESS OTHERWISE ALLOWED FOR BY LAW, ALL ASPECTS OF THIS AGREEMENT ARE SUBJECT TO OPEN DISCUSSION AND DISCLOSURE AND ARE A MATTER OF PUBLIC RECORD. IT IS FURTHERMORE AGREED TO THAT NO PARTY WILL TAKE ANY ACTION TO OBSTRUCT THE OPERATION OF THESE LAWS. IF RECORDS ARE CREATED OR MAINTAINED OR IN THE CUSTODY OF THE PROVIDER, AS AN INDEPENDENT CONTRACTOR, THEY, ALONG WITH THE RAW DATA USED TO CREATE THE RECORD, ARE, NEVERTHELESS, PUBLIC RECORDS. WITHIN LEGAL CONSTRAINTS RELATED TO CONFIDENTIALITY AND PRIVACY PROTECTION, SUCH RECORDS MUST BE MADE IMMEDIATELY AVAILABLE TO THE PUBLIC UPON REQUEST AND IN THE FORMAT IN WHICH THEY WERE CREATED. PROVIDER AGREES TO HOLD THE COUNTY HARMLESS AND TO INDEMNIFY THE COUNTY FOR ALL COSTS, FEES, INCLUDING ALL ATTORNEY FEES AND JUDGMENTS AND DAMAGES OF WHATEVER KIND FOR WHICH THE COUNTY MAY BE HELD LIABLE DUE TO THE PROVIDER'S FAILURE TO COMPLY WITH THE WISCONSIN PUBLIC RECORDS AND OPEN MEETINGS LAWS, OR THIS AGREEMENT.
11. THAT ANY SUBSEQUENT FINDING OF A VIOLATION OF THE COUNTY'S ETHICS POLICY BY ANY PARTY OR ANY AGENT OF ANY PARTY ACTING EITHER ALONE OR ACTING IN CONCERT WITH A CURRENT OR FORMER KENOSHA COUNTY OFFICIAL OR EMPLOYEE MAY RESULT, AT THE SOLE OPTION OF KENOSHA COUNTY, IN ANY SUBSEQUENT AGREEMENT BEING DECLARED NULL AND VOID AND / OR MAY RESULT IN THE PARTY VIOLATING THIS POLICY BEING DEBARRED FROM SUBMITTING PROPOSALS, BIDS OR CONTRACTING WITH KENOSHA COUNTY FOR A SPECIFIED PERIOD OF TIME IN THE FUTURE.

DATED THIS ____ DAY OF _____, 2____.

BY: _____

[PARTY SUBMITTING BID OR PROPOSAL]