

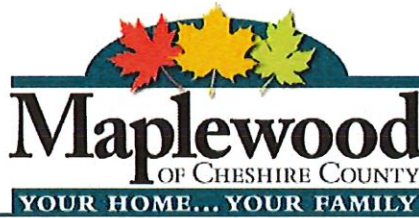


**NOTICE TO PROPOSERS**

**RFP Pharmacy Contract 2025**

**County of Cheshire, New Hampshire  
Maplewood Nursing Home**

**Proposal Due Date/Time: DATE Not Later Than 2pm, Friday September 6<sup>th</sup>, 2024**



August 1, 2024

Maplewood of Cheshire County is seeking proposals from qualified contractors for a Pharmacy Provider contract. The contract will include a contracting pharmacist, delivery and medications, and other related service products. See “instructions to bidders” for full details.

Maplewood of Cheshire County, is a non-profit, government owned and operated long term care facility that includes a skilled nursing home licensed for 150 beds, and an Assisted Living wing of 20 apartments. This bid is specific to only the 150 bed SNF.

It is expected that each provider will read the instructions with care. Failure to meet certain conditions may invalidate proposal(s).

**Instructions:** Proposals must be received no later than 2:00 p.m. on Friday, September 6<sup>th</sup>, 2024 from interested qualified firms to be eligible for consideration by the County. Cheshire County reserves the right to request clarification or additional information for any submitted proposal. Proposals should be submitted and clearly marked:

**“RFP Pharmacy Contract 2025”**

Kathryn Kindopp, Administrator  
Maplewood of Cheshire County  
201 River Road  
Westmoreland, NH 03767 (tel: 603-399-7302)

All statements received will be considered confidential and not available for public review until after a vendor has been selected.

**Note:** The Cheshire County Commissioners reserve the right to accept or reject any or all proposals/bids or parts thereof, which they deem to be in the best interest of the County and to waive any RFP formality.

Sincerely,

Kathryn Kindopp, B.Sc.P.T., NHA  
Administrator

**REQUEST FOR PROPOSAL  
INSTRUCTIONS TO BIDDERS:**

**PHARMACEUTICAL SERVICES**

**MAPLEWOOD OF CHESHIRE COUNTY**

**Open August 1, 2024  
Due September 6 by 2pm, 2024**

All proposals for this project are subject to the provisions of all applicable federal, state and local general laws. The owner reserves the right to waive minor irregularities and to reject any or all proposals or to accept any proposal. In addition, the bidder recognizes the right of the owner to accept alternates in any order or combination and to determine the lowest proposal on the basis of the sum of the base bid and the alternates accepted. It is the intent of the Owner to award a contract to the lowest responsible bidder, provided the proposal has been submitted in accordance with the requirements in the Instructions to Bidders documents, is judged to be reasonable, and does not exceed the funds available.

1. Any questions regarding interpretations of this RFP shall be in writing or email at [kkindopp@co.cheshire.nh.us](mailto:kkindopp@co.cheshire.nh.us) and directed to Kathryn Kindopp, Administrator, by August 15<sup>th</sup>. All submitted questions will be gathered and written responses will be completed and open to public review by August 16<sup>th</sup> on the county website <https://co.cheshire.nh.us/about/bid-opportunities/>
2. The Cheshire County Commissioners shall be the sole determining factor as to what constitutes an acceptable offer.
3. Public Information: Bidder hereby acknowledges that all information relating to this proposal and any resulting order (including but not limited to fees, contracts, Agreements and prices) are subject to the laws of the State of New Hampshire regarding public access.

In the event this contract becomes subject to the provisions of Paragraph 1861 (v) (1)(I) of the Social Security Act, Bidder agrees to retain and to make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States or any of their duly authorized representatives, this contract and the books, documents and records of Contractor that are necessary to certify the nature and extent of the cost of services rendered by Contractor if such books, documents and records must be made available as a condition of this Nursing Home receiving reimbursement for such costs. Such books, documents and records shall be made available only during the period specified in Paragraph 861(v)(1)(I) of the Social Security Act.

4. Personal Liability. Bidder agrees that in preparation of this proposal or the execution of any resulting contract or order, representatives of Cheshire County shall incur no personal liability of any kind.

Cheshire County Nursing Home, a 150 bed skilled nursing facility located in Westmoreland, New Hampshire and operated by Cheshire County is accepting proposals for the provision of pharmaceutical services for its nursing home residents.

**Agreement Term: Feb 4, 2025 and for at least 1 year thereafter**

**Obligations of Bidding Organizations:**

Throughout the term of this contract, Pharmacy shall provide MNH with medications in the form of bingo cards, oral solid medications, other medications, biologicals and medical supplies as ordered by MNH. Pharmacy will also provide advice and instruction in the following areas:

- Proper storage, safeguarding, preparation and control of medications, including the use of “emergency kits” (where applicable);



- Proper destruction of controlled substances on-site, and proper disposal of medications (please indicate if there is an additional cost associated);
- Maintenance of proper records with particular reference to narcotics and controlled drugs, and assistance in the development of written policies relating to pharmaceutical services;
- Antibiotic stewardship;
- Federal and State regulatory changes that have an impact on MNH's ability to carry out its daily business practices;
- Inspect all medication storage areas and review drug record keeping requirements to ensure MNH is in compliance. Pharmacy shall present a written inspection report to MNH Administrator and Director of Nursing on a regular basis;
  - How often can this happen
  - What is the cost associated
  - What is the cost for additional checks if the facility chooses
- Pharmacy will describe if it can offer monthly cycle fills and if so:
  - describe the process
  - specify the additional cost

In addition to the above, the Pharmacy shall also:

- Provide MNH, on loan, 6 new medication carts (height of med cart not to exceed 40.25 inches) to facilitate the organization, administration and delivery of medication to residents. Carts must be equipped to meet MNH electronic medication administration program. Pharmacy shall maintain carts in good working repair and shall make any repairs as required by normal wear-and-tear;
  - Please describe the charge for each medication cart
- Provide MNH, on loan 4 new treatment carts;
  - Please describe the charge for each treatment cart
- Seven (7) fax machines to be used for faxing orders to the pharmacy;
  - Please describe the charge for each fax machine
- Include your customer service hours of availability for:
  - Pharmacy technician
  - IV Department
  - Pharmacist
  - Inquiries about billing
  - Equipment repair
- Provide MNH with ADU equipment and contingency and/or emergency medication storage and describe;
  - What is the ADU brand and how is the ADU managed
  - Who services the equipment
  - What is the refill process and any associated dispensing and/or restocking fees
  - How do you know ADU meds are expired and what is your process ensuring we don't access or use expired meds in the ADU; are there additional costs associated
- Describe your expected delivery schedule and;
  - Describe exactly where you deliver to (front door or med cart);
  - Can you provide STAT deliveries (4 hour), and at what cost?
- Do you use local pharmacies for other emergencies and/or medication availabilities for MNH pick-up at a local pharmacy?
- Provide a Consultant Pharmacist that conducts monthly drug regime reviews of all residents and submit reports to the Medical Director and Director of Nursing. The Consultant Pharmacist shall not be transferred from MNH without prior notification to the Administrator and Director of Nursing;
- Number of RN and/or Pharmacist provided in-service hours at **no cost** to MNH;
- Provide a list of RN and/or Pharmacist provided in-services that we are able to choose from;
  - What is the cost for these additional in-services
- Participate in Quality Assurance and Performance Improvement meetings, antibiotic stewardship meetings and any other meetings which MNH deems necessary to have Pharmacy participation in;

- Describe what meetings are part of the contract, or what meetings are billed on an hourly basis
- Provide MNH with current information on medications;
- Ensure, throughout the term of the initial agreement and any subsequent extensions, there is access to a Pharmacist, twenty-four (24) hours per day, each day of the year;
- Provide a Customer Service Representative who will visit MNH on a monthly basis and meet with the Director of Nursing or their designee, to address any concerns. The Customer Service Representative will meet with the Administrator, as needed;
  - Please indicate if this is an additional charge and if so, the hourly rate
- Ensure the Pharmacy Billing Office invoices medications for “private pay” residents at the same pricing structure as New Hampshire Medicaid.
- The monthly invoice will be sent to the DON and all charges will be itemized including the skilled part A Medicare resident invoice.
- Describe how credits and or invoicing errors are managed.
- Describe your discontinued or expired Medications return process and does it include credits;
- Describe your approach to billing practices when a resident has exhausted their personal finances and is awaiting for State approval for Medicaid (Medicaid Pending period), and include this language in your sample contract;
- Describe how you will support MNH for providing emergency medications to residents who opt out of regular pharmacy services;
- Intravenous Therapy services shall be provided by the Pharmacy which include, but not be limited to: starting and maintenance of the I.V.; medications; supplies; state of the art pumps; in-service training; consultation; and emergency pumps;
  - Please describe pricing for IV pumps and supplies
  - Please describe methods of IV certification for LPNs and RNs ie- in classroom at your location, at our facility, hybrid e-learning and in person practical competency.
- Describe your policy for therapeutic interchange;
- Describe your process to bypass the generic dose when brand name is desired;
- Provide a list of other NH County nursing homes you provide services with;
  - If no other NH County nursing homes; please provide a list of other NH nursing homes
- Describe how your pharmacy interfaces and integrates with current MNH software (American Data, ECS) and provide MNH with a list of current clients and their contact information, who use or have used American Data, ECS electronic health and medication record;
- Are vaccine clinics available for
  - Residents; describe facility process and cost to facility including if a resident declines a pre-ordered dose
  - Staff; describe facility process and cost to facility

### **Compensation**

In addition to questions above that may result in charges, the Pharmacy shall be compensated for the services provided to MNH on the following basis:

1. MNH shall pay the Pharmacy an hourly Pharmacist consulting fee of \$\_\_\_\_\_
  - a. Does this fee apply to:
    - i. MMR
    - ii. QAPI/CQI meeting attendance
    - iii. Report preparations
    - iv. Drug destruction
2. Do you charge a dispensing fee; if yes please explain for every applicable scenario
3. Please provide the pricing charged to the facility for a 30 day supply of the following (Medicare part A Medications that the facility is responsible for):



ELIQUIS  
 XARELTO  
 JARDIANCE  
 TRELEGY ELIPTA  
 SANTYL  
 TOUJEO MAX SOLOSTAR  
 ARIPIRAZOLE  
 ANASTROZOLE  
 POLYETHYLENE GLYCOL 3350  
 MEMANTINE HCL  
 GABAPENTIN  
 INSULIN LISPRO KWIKPEN U-100  
 CEFTRIAZONE  
 AMIODARONE HCL  
 PIOGLITAZONE HCL  
 MIDODRINE HCL  
 ATORVASTATIN CALCIUM  
 PANTOPRAZOLE SODIUM  
 ORACIT  
 SALONPAS  
 ZONISAMIDE  
 TAMSULOSIN HCL  
 SYSTANE COMPLETE EYE DROPS  
 SYSTANE BALANCE EYE DROPS  
 INSULIN ASPART

Legend (RX) Non-infusion drugs	\$ _____
Non-Legend (OTC) Drugs	\$ _____
Are bulk OTC's available ie. stool softeners	

4. Infusion Support Services:

LPN IV Therapy Program	\$ _____
RN IV Therapy Program	\$ _____
RN/LPN Re-certification Program	\$ _____
LNA Medication Administration Program	\$ _____
Off-site IV In-service	\$ _____

5. RN and/or Pharmacist in-service cost beyond what is included in the contract \$ \_\_\_\_\_

**Discounts**

Please describe any incentive based discounts that could be available.

**Insurance**

Pharmacy must, throughout the term of this Agreement, provide evidence of current professional liability insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, for its employees and authorized agents.

**Indemnification**

Pharmacy must agree to the following indemnification language as required by Cheshire County's Risk Management provider:

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless Cheshire County, Maplewood Nursing Home, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and

expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

Cheshire County, Maplewood Nursing Home shall not be required to defend or indemnify the Contractor, any subcontractor, or any professional service provider.

Cheshire County, Maplewood Nursing Home will be named as an additional insured on a primary basis on contractor's liability policy.

**Controlling Law**

This Agreement shall be governed in all respects by the laws of the State of New Hampshire

**Sample Contract**

Organizations interested in submitting a proposal in response to this RFP must submit a sample contract along with the other requested materials.

Kathryn Kindopp  
Administrator  
Cheshire County Nursing Home  
201 River Road  
Westmoreland, NH 03767  
Tel: 603-399-7302

**Questions Regarding the RFP**

Bidders are requested to direct any questions pertaining to the RFP, its content, or other items deemed necessary to the submission of a responsive proposal to:

Kathryn Kindopp  
Administrator  
Cheshire County Nursing Home  
201 River Road  
Westmoreland, NH 03767  
Tel: 603-399-7302  
kkindopp@co.cheshire.nh.us