



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

**STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE**

**JAMES R. GORDON
DIRECTOR**

REQUEST FOR PROPOSAL

**VAN RENSSELAER MANOR NURSING AND REHABILITATION CENTER IS SEEKING
CONSULTANT PHARMACIST SERVICES FOR IT'S 362 BED SKILLED NURSING FACILITY**

SEALED PROPOSALS WILL BE RECEIVED AT THE OFFICE OF THE DIRECTOR, BUREAU OF
CENTRAL SERVICES, 4TH FLOOR, RENSSELAER COUNTY OFFICE BUILDING, 99 TROY
ROAD, EAST GREENBUSH, NEW YORK UNTIL:

NOON (12:00 P.M.), TUESDAY, JUNE 6, 2023

**JAMES R. GORDON, DIRECTOR
BUREAU OF CENTRAL SERVICES
99 TROY ROAD, 4TH FLOOR
EAST GREENBUSH, NEW YORK 12061**

RFP-23-28
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PAGE: 1

REQUEST FOR PROPOSAL
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PHARMACIST SERVICES FOR IT'S 362 BED SKILLED NURSING FACILITY

INTENT:

Van Rensselaer Manor is seeking Consultant Pharmacist Services for its 362 bed Skilled Nursing Facility located at 85 Blooming rove Drive, Troy New York 12180.

I. SUMMARY

Licensed Skilled Nursing Facilities in New York State are required by statute to provide pharmaceutical services (including procedures that assure the accurate acquiring, receiving, dispensing, and administering of all drugs and biologicals) to meet the needs of each resident. Rensselaer County, Van Rensselaer Manor is seeking a qualified vendor pharmacist to provide consultation on all aspects of the provision of pharmacy services in the facility.

II. SCOPE OF WORK

The Respondent shall:

- Provide Facility with access an independent registered consultant pharmacist for the purpose of consulting, in accordance with New York State and Federal law.
- Provide services of a licensed Pharmacist to provide facility specific consultation.
- Provide drug information and consultation to the Facility's licensed professional staff regarding such drugs, intravenous solutions, biological and supplies ordered.
- Conduct medication pass reviews with licensed nursing staff at the request of the DON/delegate as part of the Quality Assurance program and educations to ensure the correct procedures during medication administration.
- Conduct, when requested by the Facility Administrator or DON/delegate, in-service training on subjects related to the pharmaceutical services rendered. Training sessions may be conducted by the pharmacist or his/her designee. Respondent must provide accredited training sessions for up to 12 contact hours annually for licensed staff at no additional cost.
- Inspect each nursing unit and its respective medication room monthly and its respective drug distribution techniques.
- Inspect medication rooms on each nursing station monthly. Inspection to include: checking for expired medications.
- Attend the Facility's Quarterly Quality Assurance / Risk Management Committee meeting, Pharmacy and Therapeutics/Psychotropic Committee meeting, and any other Facility committee meetings, which meet monthly.
- Review each resident's drug regimen at least monthly.

The Pharmacist consultant must submit monthly reports to the Facility to include:

- a. Status of drug regimen
- b. Status of monthly medication room and nursing station audits including the controlled substance records, medication refrigerator, OTC medications, medication carts, records, etc.
- c. Recommendations to nursing and to physicians to ensure the Facility's compliance with all applicable State and Federal regulations.
- d. Prescribing comparison of all groups of psychoactive medications to State and national standards.
- e. Psychoactive medications with the review due date for each medication by resident.

The consulting Pharmacist will have the responsibility to review all Facility Quality Indicators related to pharmacy on a monthly basis as part of the monthly service and provide a report for the quarterly QA/Risk Management meeting with recommendations and findings.

The Consulting Pharmacist will participate at least monthly in reviewing the medications of any resident who has had a fall and assess the risks and benefits of the resident's medications.

III. PROPOSAL SUBMISSION ELEMENTS

- The Respondent must demonstrate that it is a qualified, licensed pharmacist with experience in serving long term care facilities. Include history of agency and qualifications such as valid registrations with NYS Board of Pharmacy. Pharmacists shall be licensed in the State of New York and maintain their license with the New York State Board of Pharmacy throughout the term of the contract.
- Respondents shall demonstrate their capabilities in providing consulting pharmacist services to long term care facilities including unique services they provide as well as specifics related to the following areas:
 - IV Education
 - Antibiotic Stewardship
 - Methods in place to ensure HIPAA compliance
- Respondents must provide (3) references for which they have performed similar work in New York State.
- Respondent must provide the amount of any charges for services, including hourly billing rate for regular chart reviews, meeting attendance and any other billable services within the scope of this RFP.

IV. TERM

The contract period shall be for a period of one (1) year, to commence upon contract execution, with the option of four (4) consecutive one (1) year renewal periods. Renewal is subject to mutual agreement of the awarded firm and Rensselaer County and is based upon satisfactory performance during previous contract periods.

V. QUESTIONS

All inquiries concerning this specification should be addressed to the following and shall be in writing:

Primary Contact:

John Wasielewski, M.A., LNHA
Executive Director
Telephone No. (518) 283-2000, ext. 313
Email Address: jwasielewski@rensco.com

Secondary Contact:

Chris Maloney
Accounting Supervisor
Telephone No. (518) 283-2000, ext. 462
Email Address: cmaloney@rensco.com

VI. SUBMISSION

Three (3) copies of the firm's proposal accompanied by a completed "Certificate of Compliance with the Local Law #2," shall be submitted to James R. Gordon, Director, Bureau of Central Services, 4th Floor, Rensselaer County Office Building, 99 Troy Road, 4th Floor, East Greenbush, New York 12061 until Noon (12:00 p.m.) on Tuesday, June 6, 2023, in a sealed package clearly marked RFP-23-28 Van Rensselaer Manor Nursing Home and Rehabilitation Center Pharmacist Services. Completion and submission of proposals shall be legible and in ink or typewritten. Signatures on a Proposal Form and/or on the Certificate of Compliance with Local Law #2 shall be in ink. Failure to sign documents may result in rejection of the proposal as incomplete.

VII. FEE STRUCTURE and PERIOD OF FIRM PROPOSAL:

The information regarding fee structure shall be straight forward and presented in a clear, organized format to facilitate evaluation. Prices must be kept firm until the contract start date begins. Failure to remain firm on proposal price will result in a non-response of the Consultants proposal, continued thereafter, until written notice to the contrary is received and accepted by the Consultant and County.

VIII. EVALUATION

Following submission, a study period will be observed during which reference checks and interviews may be conducted. Selection of the firm which proposes services that appear to best meet the County's requirements will be based upon the most favorable combination of professional qualification/experience, depth of services, reference response and fee structure.

Proposals will be evaluated, in part, based on a point system that shall consider overall costs for services, proficiency with and access to Electronic Health Records (EHR), relevant experience in a long-term care setting and references.

Rensselaer County reserves the right to continue the selection process, request additional information/proposals or not contract for services should it appear to be in the best interest of the County. The successful firm will be notified in writing following approval of the Legislature and County Executive. Rensselaer County reserves the right to not enter into agreement with any firm responding to this RFP, to request additional information and/or solicit additional or new proposals if deemed necessary. Any contract or form of agreement resulting from this RFP is subject to approval of the Rensselaer County Attorney.

IX. PAYMENT

Payment for services shall be in accordance with Rensselaer County accounting/payment practices.

X. HOLD HARMLESS PROVISION

Respondent acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employee of the County of Rensselaer. Accordingly, Respondent agrees to indemnify and hold harmless the County of Rensselaer, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Respondent further agrees to maintain during the term of this agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Respondent.

XI. MEDICAID COMPLIANCE

Respondent represents and warrants that he/she, and his/her employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C. 1320a-7b (f) or in any other government payment program. Respondent further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by Respondent, said Respondent shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification. The county further reserves its right to cancel this agreement and declare the same null and void in the event that Respondent fails to fulfill its obligations under this section.

XII. DISCRIMINATION CLAUSE

Neither Respondent nor Rensselaer County/Van Rensselaer Manor will discriminate on the basis of age, race, color, national origin, sex, disability, being a qualified disabled veteran, or any other category protected by law.

XIII. FUNDING PROVISION

Respondent expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this agreement and that in the event such funding shall not be forthcoming, this agreement may be terminated by the County upon reasonable prior written notice to vendor.

XIV. VENUE PROVISION (OUT OF STATE VENDORS)

In the event either party to this agreement shall initiate litigation against the other party to protect or enforce any right or benefit in favor of such party under the terms of this agreement, the parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be the County of Rensselaer, New York.

State and Federal law prohibits discrimination based upon race, creed, color, national origin, sexual preference or sponsor.

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by vendor under the terms and provisions of this agreement and that in the event such funding shall not be forthcoming, this agreement may be terminated by the County upon reasonable prior written notice to vendor.

XV. CANCELLATION FOR CONVENIENCE

The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) day's notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any proposal which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County specifications. This right to reject proposals which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

**County of Rensselaer
Insurance Requirements**

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

A. Workmen's Compensation

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

B. New York State Disability Benefits Statutory

C. Commercial General Liability including products/completed operations:

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal Injury and Advertising Liability
\$1,000,000	Each Occurrence
\$ 500,000	Fire Damage (any one fire)
\$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of all Contractors, sub-contractors and sub-contractors for all liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:

\$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

I) Certificate Holder: County of Rensselaer
 Attn: Rensselaer County Attorney
 99 Troy Road, 4th Floor
 East Greenbush, New York 12061

II) Limit of Liability
 \$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

County of Rensselaer Insurance Requirements

F. Umbrella Liability

Limit of Liability (minimum limits)

\$2,000,000 each occurrence / \$2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

- A) A description of the work and contract authorization number.
- B) Reference to any special endorsements restricting standard policy coverage.
- C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.
- D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

(Name of Vendor/Company)

(Person authorized to sign & Title)

(Street or Box Number)

(City, State, Zip Code)

_____ / /
(Authorized Signature) (Date)

SUBMIT THIS FORM WITH YOUR PROPOSAL