



REQUEST FOR PROPOSALS

Pharmaceutical Services:

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I. INTRODUCTION

Insert general overview of Good Shepherd Communities (“Good Shepherd”) as an Organization. (www.goodshepherdcommunities.org)

Good Shepherd Village at Endwell

Good Shepherd Village at Endwell (the “Village”), offers thirty-two (32) skilled nursing facility beds, 32 assisted living beds, and 154 independent living units within its eighty (80) apartments and seventy-four (74) duplexes/cottages. A beautiful country setting located at 32 Village Drive, Endwell, NY 13760. The Village maintains a range of services and programs to its residents, including the on-campus Health Center, Assisted Living & Enhanced Assisted Living, Special Needs Assisted Living & Enhanced Special Needs Assisted Living, and 24-hour Skilled Nursing Care.

Good Shepherd Fairview Home

Good Shepherd Fairview Home (“Fairview”) is located at 80 Fairview Avenue, Binghamton, NY 13904. Fairview has forty (40) independent living units, thirty-five (35) enhanced assisted living/assisted living beds, thirty-two (32) ALP beds, and 54 skilled nursing beds, so there are various levels of care and accommodations for each senior’s individual needs. Staffed 24 hours a day and offers a café, beauty salon, bank, and barber shop.

Chase Memorial Nursing Home & Rehab

The Chase Memorial Nursing Home & Rehab (“Chase”) is an eighty (80) bed skilled nursing facility located in New Berlin, New York. New Berlin is a village in northeastern Chenango County, bordering Otsego County. It is approximately thirteen miles from Norwich, New York and twenty-one miles from Oneonta, New York. Chase is an important safety net provider to the residents of the surrounding communities. Chase is a member of the Good Shepherd Communities (the “Owner”), headquartered in Endwell, New York.

II. SUMMARY OF REQUIRED PHARMACEUTICAL SERVICES

- The request is for interested providers to provide routine pharmaceutical services seven (7) days per week and twenty-four/seven (24/7) emergency pharmaceutical services for all three (3) Good Shepherd sites (each a “Facility”).
- The selected Provider would commence providing services on February 1st, 2024. This is a remote and delivery-based service only. There is no requirement or space available for an on-site presence.
- The intent is to procure pharmacy services that focuses and ensures a high quality of care and service to our residents and staff at our three (3) Facility locations.

III. SCOPE OF WORK

The Provider shall discuss its commitment and method to perform the following:

- Pharmaceutical services seven (7) days per week and twenty-four/seven (24/7) emergency pharmaceutical coverage.
- Packaging all medications that meets State and Federal laws and regulations and as agreed upon by each Facility and Provider.
- Submitting monthly reporting to Facility in an agreed upon fashion between each Facility and Provider that clearly delineates cost to each Facility by payer mix.
- Providing monthly Quality Assurance reports to each Facility as agreed upon by each Facility.
- Working in collaboration with each Facility’s nursing staff and medical providers to provide drug information and consultation as needed for resident pharmaceuticals prescribed.
- Ensuring that all medications will be labeled in accordance with Federal, State, and Local laws, rules, and regulations.
- A plan for the Provider to have multiple delivery times throughout the day and into the evening. (Provider is to clearly delineate the delivery times and cutoff times to each Facility.)
- A discussion regarding integration with Provider’s formularies and pricing and/or integration with Facility’s electronic medical record.
- Conduct, when requested by the Facility Administrator, but no more than two (2) times per year, in-service training on subjects related to the pharmaceutical services rendered.
- Review of each resident’s drug regimen at least monthly.

IV. TERM

The contract period, which will be in a form mutually agreed upon by Provider and Good Shepherd, shall be for a period of one (1) year, to commence on February 1, 2024 with the option of consecutive one (1) year renewal periods.

V. ADDITIONAL CONTRACT TERMS

The Provider acknowledges that the agreed upon form of the contract between Provider and Good Shepherd shall contain the following terms:

A. Hold Harmless Provision

Provider 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 Good Shepherd. Accordingly, Provider agrees to indemnify and hold harmless Good Shepherd, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by Good Shepherd 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 Provider, its agents or employees which occurs during the performance of the services to be provided hereunder. Provider 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 Good Shepherd, and to provide to Good Shepherd proof of all such insurance coverage at the time of the execution of this agreement by Provider.

B. Medicaid Compliance

Provider represents and warrants that he/she/they, and his/her/their 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. Provider further represents and warrants that it will perform screening, on a routine 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 Provider, said Provider shall notify Good Shepherd within five (5) days of such discovery. Good Shepherd reserves its right to cancel said contract upon such notification. Good Shepherd further reserves its right to cancel this agreement and declare the same null and void in the event that Provider fails to fulfill its obligations under this section.

C. Discrimination Clause

Provider will not discriminate on the basis of age, race, color, national origin, sex, disability, being a qualified disabled veteran, or any other category protected by law.

D. Termination

Good Shepherd in its sole discretion retains the right to cancel this contract without reason provided that the Provider is given at least ninety (90) days' notice of its intent to cancel.

VI. SCHEDULE OF IMPORTANT MILESTONES

- Release of RFP: **November 1, 2023**
- Submission of Proposals Deadline: **November 20, 2023**
- Pharmacy Interviews with selected Providers: **November 27 – December 5, 2023**
- Notice of Award: **December 12, 2023**
- Services begin: **February 1, 2024**

Schedule subject to adjustment by Good Shepherd.

VII. FORM OF PROPOSAL

Proposals should not exceed ten (10) single-sided pages and must consist of the following, in the order indicated below:

1. Cover letter which shall include but not be limited to: description of pharmacy, areas serviced, long-term care expertise in New York State, evidence of licensure in New York State and signature of duly authorized principal.
2. In addition to the discussion items under Scope of Work, Proposal shall clearly demonstrate the following:
 - Pricing (brand vs. generic)
 - Vaccine pricing
 - Over-the-counter and stock supply pricing
 - Dispensing fees
 - Pharmacy interface costs (if any)
 - Any and all costs not described above
3. References from three (3) clients, listing the primary owner contact, title, current phone number, and a brief description of the services provided.

Proposals shall be sent via email or file transfer or by overnight delivery to:

Jason Santiago, President/CEO
JS@goodshepherdcommunities.org
Good Shepherd Communities
32 Village Drive
Endwell, New York 13760

Proposals are due by 5:00 P.M. EST on November 20, 2023

VIII. PROPOSAL EVALUATION / SELECTION PROCESS / AWARD AGREEMENT

Proposals will be evaluated using the following criteria/elements:

- Conciseness, responsiveness and completeness of the proposal to the information requested, objectives, and deliverables as outlined in the RFP.
- Quality and innovation and functionality of the proposed services.
- Diversity and inclusion among team members.
- Prior experience, qualifications and references.
- Specific experience and expertise in healthcare facilities.
- Fee proposal.

The top three (3) selected Providers will each be invited for a fifty (50) minute interview with representatives of Good Shepherd at a date to be mutually determined. The interview will consist of a thirty (30) minute presentation by the Provider and a twenty (20) minute Q & A.

It is anticipated that the selection of the Provider will be awarded on or before December 12, 2023.

Questions regarding this RFP are to be sent via email to Jason Santiago, President/CEO at the email stated above. Responses will be provided within approximately five (5) business days of receipt. Responses will be made directly to the proposing Provider submitting the question.

This RFP is also posted on the Good Shepherd website found at: www.goodshepherdcommunities.org. Good Shepherd reserves the right to amend this RFP at any time. Changes and/or amendments to this RFP will be posted on the website and firms are encouraged to check the website frequently.

GOOD SHEPHERD RESERVES THE RIGHT TO WAIVE IRREGULARITIES AND TO REJECT ANY AND ALL PROPOSALS.