



Request for Proposal

KD-0144-24

Proposal Due Date – 04/02/2024

Kingsbrook Lifecare Center
Pharmacy Products, Services and Consulting

REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.:	KD-0144-24	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	03/01/2024	UK KING'S DAUGHTERS MEDICAL CENTER
Title:	KDMC/KBLC Pharmacy Products, Services and Consulting	SUPPLY CHAIN MANAGEMENT
Purchasing Officer:	Anna Akers-Grubb	2301 LEXINGTON AVENUE
Email/Phone:	Anna.akers@kdmc.kdhs.us 606-408-9667	SUITE 310
		ASHLAND, KY 41101

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 04/ 02/2024 by 3 PM EASTERN STANDARD TIME

NOTICE OF REQUIREMENTS

- King's Daughters Medical Center terms and conditions can be found in Attachment A of this RFP.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the Offeror (if the Offeror is an individual), a partner, (if the Offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Offeror is a corporation);
- That the attached proposal has been arrived at by the Offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
- That the contents of the proposal have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
- That the Offeror is legally entitled to enter into contracts with King's Daughters Medical Center and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
- That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
- That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to King's Daughters Medical Center by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by UK King's Daughters Medical Center prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the Offeror's/Offerors' response to this RFP.

The term "Offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means UK King's Daughters Medical Center, 2301 Lexington Avenue, Suite 310, Ashland KY 41101.

The term "purchasing official" means UK King's Daughters Medical Center appointed contracting representative.

The term "responsible Offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an Offeror is responsible, UK King's Daughters Medical Center may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the Offeror and UK King's Daughters Medical Center that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the Offeror.

The term "solicitation" means RFP.

The term "KDMC" means Ashland Hospital Corporation dba UK King's Daughters Medical Center

The term "KBLC" means Ashland Nursing Home dba Kingsbrook Lifecare Center.

The term "Facility" means Ashland Nursing Home dba Kingsbrook Lifecare Center.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Request for Proposal (RFP) is issued to solicit proposals from qualified, experienced, financially sound and responsible Offerors for delivery of Pharmacy Products, Services and Consulting for UK King's Daughters Medical Center (KDMC) on behalf of Ashland Nursing Home dba Kingsbrook Lifecare Center (KBLC).

The successful Offeror shall be responsible for providing prescription and nonprescription pharmaceutical products and intravenous supplies (collectively, "Pharmacy Products"), and related services (collectively, "Pharmacy Services"), and providing consultative services to long-term care facilities and their residents in accordance with Applicable Law ("Consultant Services").

It is KDMC's expectation of the successful Offeror to be resourceful, transparent and able to achieve the greatest quality, value and service for KBLC related to these services, and to work as a strategic business partner.

The successful Offeror will agree to provide the maximum degree of support to KBLC in providing services and will respond to requests from KBLC promptly and responsively.

The Scope is further detailed in Section 7.1.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	03/01/2024
Deadline for Written Questions	3 p.m. Eastern Time on 03/11/2024
RFP Proposals Due	3 p.m. Eastern Time on 04/02/2024

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the Offeror's firm, each Offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the Offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Offeror. Without the prompt information, any communication shortfall shall reside with the Offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact

- Additional contact persons with same information provided as primary contact

This information shall be sent via email to:

Anna Akers-Grubb
Supply Chain Management
UK King's Daughters Medical Center
2301 Lexington Avenue, Suite 310
Ashland, KY 41101
Phone: (606) 408-9667
E-mail: anna.akers@kdmc.kdhs.us

All communication with KDMC and/or KBLC regarding this RFP shall only be directed to the purchasing officer listed above.

3.3 Offeror Presentations

All Offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

3.4 Preparation of Offers

The Offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The Offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through UK Purchasing Division web site: www.uky.edu/purchasing/bidlist.htm

3.5 Proposed Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by KDMC, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to KDMC's General Terms and Conditions. Each exception to KDMC's General Terms and Conditions shall be individually addressed.

3.6 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3 p.m. (Eastern Standard Time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** One (1) copy on electronic storage devices (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and seven (7) printed original copies.
- **Financial Proposal:** One (1) copy on electronic storage devices (CD or USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and seven (7) printed original copies.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

UK King's Daughters Medical Center accepts deliveries of RFPs Monday through Friday from 8 a.m. to 3 p.m. Eastern Standard Time. However, RFPs must be received by 3 p.m. Eastern Standard Time on the date specified on the RFP in order to be considered.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the Offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.7 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an Offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.8 Acceptance or Rejection and Award of Proposal

KDMC reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, KDMC reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of KDMC.

3.9 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror's liability to KDMC or KBLC on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to sign this RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.

Receipt of proposal after the closing date and time specified in the RFP.3.10
Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.11 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the KDMC Supply Chain Management Department, KDMC's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, KDMC shall have the right to duplicate, use or disclose all proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

KDMC shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.12 Restrictions on Communications with Kingsbrook Lifecare Center Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, Offerors are not allowed to communicate about the subject of the RFP with any KDMC or KBLC administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any KDMC purchasing official representing KDMC administration, others authorized in writing by the purchasing office and KDMC and/or KBLC representatives during Offeror presentations. If violation of this provision occurs, KDMC reserves the right to reject the Offeror's proposal.

3.13 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Offerors. KDMC nor KBLC will provide no reimbursement for such costs.

3.14 Disposition of Proposals

All proposals become the property of KDMC. The successful proposal will be incorporated into the resulting contract by reference.

3.15 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.16 Questions

All questions should be submitted by either e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.17 Section Titles in the RFP

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.18 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, KDMC shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.19 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to KDMC's purchasing office, signed by the Offeror. Unless requested by KDMC, KDMC will not accept revisions or alterations to proposals after the proposal due date.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate KDMC's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal Offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by KDMC and received by the Offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

- When was your organization established and/or incorporated?
- Indicate whether your organization is classified as local, regional, national, or international.
- Describe the size of your company in terms of number of employees, gross sales, etc.
- Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
- Include other demographic information that you feel may be applicable to the Request for Proposal submission.

4.5 Criteria 1 - Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this RFP. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Provide a brief narrative describing the history of the company, identify the number of Employees in the company, and the Ownership.
2. Provide an organizational chart of the company indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the company. This chart must also show lines of authority to the next senior level of management.
3. Provide resumes for the key personnel who will be assigned to this project.
4. Provide information demonstrating that the Offeror is licensed to do business in the State of Kentucky and list all states in which Offeror is licensed to do business.
5. Provide information regarding bankruptcy filings, loan defaults, pending liens, claims or lawsuits against the Offeror. If the Offeror has not experienced any of these situations, so indicate.
6. Provide information regarding any contracts that were terminated for default in the last five years including the other parties' name, address, and phone number. Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor

performance. KDMC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Offeror has experienced no such termination for default in the past five years, so indicate.

7. Provide information regarding the security measures in place designed to protect the integrity and privacy of the data stored in the Offeror's computing systems.
8. Provide information regarding any security breaches of Offeror's computer systems/network in the past five years.
9. Provide information regarding the Offeror ability to comply with current and future HIPAA regulations.

4.6 Criteria 2 – Services Defined

1. Provide an overall description of the proposed pharmacy products, pharmacy services and consulting services. Provide a narrative detailing your approach to this project. Discuss how your firm will perform the proposed services described in this RFP and the anticipated level of effort for the work.
2. Provide an explanation regarding how the KBLC stakeholders and the successful Offeror will coordinate all activities. Describe what level of support will be required from the stakeholders throughout the term of the contract.
3. Describe creative methods Offeror has developed/implemented to assist KBLC with the proposed pharmacy products, pharmacy services and consulting services.
4. Describe any coalitions or special arrangements you may have or participate in that can benefit KBLC.
5. Describe how your firm will ensure a representative is available to attend Facility's quality assurance committee, infection control committee, and other committee meetings. Discuss the process on how your firm will provide in-service education projects related to Pharmacy Products and Pharmacy Services.
6. Describe how your firm will provide consulting services to KBLC.
7. Provide the process the Offeror uses to deliver optimal performance for the term of the contract.
8. Provide the process utilized by the company to select and train the individuals who will perform this work.
9. Provide a description of what the Offeror views as the greatest threat to the successful completion of the work as described in this RFP and the Offeror's approach to minimizing this threat.

4.7 Criteria 3 – Financial Proposal

The Financial Summary shall contain the complete financial offer made to KBLC. All financial information must be submitted in a sealed envelope under separate cover.

Neither KDMC nor KBLC will be responsible for any travel costs of the Offeror should the need arise for onsite services related to Offeror's response to this RFP.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

1. Provide a list of institutions similar in size and scope of KBLC, for whom the Offeror has conducted or is currently conducting business. Please provide the following for each entity:
 - a. Institution/Company name
 - b. Services and products provided
 - c. Group size
 - d. Contact names
 - e. Addresses
 - f. Telephone numbers

KDMC specifically requests references where the Contractor has provided services similar to those included in this RFP in order to verify the level of service provided. KDMC reserves the right to use this information in the evaluation for this criteria.

2. Provide a statement that the Offeror has the resources available to assure implementation of pharmacy products, pharmacy services, and consulting services.

4.9 Criteria 5 – Other Additional Information

Please provide any additional information that the Offeror feels should be considered when evaluating their proposal.

The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP.

5.0 EVALUATION CRITERIA PROCESS

A committee of KDMC and KBLC stakeholders, appointed by the Executive Director of Supply Chain will evaluate proposals and make a recommendation to the Executive Director of Supply Chain. The evaluation will be based upon the information provided in the proposal, additional information requested by KDMC for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. KDMC will award the contract to the responsible Offeror whose proposal is determined to be the most advantageous to KBLC, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors should specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

Primary Criteria

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

Secondary Criteria

- Other Additional Services

KDMC will evaluate proposals as submitted and may not notify Offerors of deficiencies in their responses.

Proposals should contain responses to each of the criteria, listed in Section 4 even if the Offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of KDMC.

6.0 SPECIAL CONDITIONS

Not used

6.1 Contract Term

The contract resulting from this RFP shall be effective for three (3) years and is renewable for up to two (2) additional one (1) year renewal periods. Annual renewal shall be contingent upon KBLC's satisfaction with the services performed.

6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

KDMC will review all proposals properly submitted. However, KDMC reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of KBLC.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the Offeror's Best and Final Offer.

KDMC also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of KBLC. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all or no Offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

KBLC reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and KDMC Legal Team and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.6 Contractor Cooperation in Related Efforts

KBLC reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and KDMC/KBLC employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by KBLC employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. KBLC shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 Entire Agreement

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the Offeror's response accepted by KDMC, shall be the entire agreement between the Offeror and KBLC.

6.8 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin County Circuit Court in accordance with KRS 45A.245.

6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as KBLC's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying KBLC of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with KBLC in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at KBLC's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

KBLC reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.11 Termination for Non-Performance

Default

KBLC may terminate the resulting contract for non-performance, as determined by KBLC, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of KBLC is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event KBLC has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

KBLC will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to KBLC's satisfaction within ten (10) calendar days, KBLC may terminate the contract by giving forty-five (45) days' notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

KBLC may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. KBLC shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.13 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with KBLC.

6.14 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of KBLC. Any attempted assignment or subcontracting shall be void.

6.15 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that KBLC prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

6.17 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold KBLC harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use KDMC's or KBLC's name nor any of its trademarks or copyrights, although it may state that it has a Contract with KBLC.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless KDMC, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of KDMC's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect KBLC.

6.19 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to KBLC.

COVERAGES	LIMITS
Workers' Compensation	Statutory Requirements (Kentucky)
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract	\$1,000,000 each occurrence (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
Business Automobile Liability covering owned, leased, or non-owned autos	\$1,000,000 each occurrence (BI & PD combined)
Professional Liability	\$2,000,000 each occurrence/aggregate

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to KBLC. KBLC, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by KBLC. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of KBLC, its trustees and employees.

6.20 Method of Award

It is the intent of KBLC to award a contract to the qualified Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to KBLC, cost and other factors considered.

Notwithstanding the above, this RFP does not commit KBLC to award a contract from this solicitation. KDMC reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 Reciprocal Preference

In accordance with KRS 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, KDMC will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 Reports and Auditing

Contractor shall provide a monthly report to KBLC of all product(s) and/or service(s) in an Excel format. The template will require basic information to include: a summary of facility charges including resident name, payer source, total charge amount and any credits. As well as a detailed list for each resident with line items of each med, the order date, quantity, day supply, and amount.

Reports can be submitted via email to the designated KBLC team member responsible for the resultant contract based by the deadline(s) listed herein.

KBLC, or its duly authorized representatives, shall also have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

In the event that successful Contractor(s) does not meet the reporting requirements based on the terms and conditions herein, the contract is subject to cancellation or termination.

6.23 Confidentiality

KDMC recognizes an Offeror's possible interest in preserving selected information and data included in the proposal; however, KDMC must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the Offeror declares them to be proprietary in nature and not available for public disclosure, the Offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the Offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

KDMC General Counsel shall review each Offeror's information claimed to be confidential and, in consultation with the Offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and KBLC's Ethical Principles and Code of Conduct. When submitting and signing a proposal, an Offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of KBLC and the interests of the Offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to UK King's Daughter Medical Center purchasing official identified in this RFP referenced in section 3.2.

6.25 Personal Service Contract Policies

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

A. Professional Service Rate Schedules:

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at www.lrc.ky.gov/statcomm/Contracts/homepage.htm.

B. Invoicing of Personal Service Contracts:

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, "No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee." The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at https://www.uky.edu/hr/sites/www.uky.edu.hr/files/webform/efrms/Personal-Service-Contract-Invoice-Form_0.pdf

6.26 Copyright Ownership and Title to Designs and Copy

The contractor and KBLC intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of KBLC. For

any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to KBLC.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any KBLC job shall be the property of and owned by KBLC. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by KBLC. In the event that time of return is not specified, the contractor shall return all such items to the appropriate KBLC department within one week of delivery.

6.27 UK King's Daughters Medical Center Brand Standards

The contractor must adhere to all KDMC Brand Standards. KDMC Brand Standards are maintained by KDMC Marketing Department. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the Marketing Director or designee can approve exceptions to KDMC standards.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to KDMC at no cost. If deficiencies are identified, KDMC reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Contractor will provide KDMC with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure KDMC that the products or services are fully compliant with current requirements.

6.28 Printing Statutes

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Supply Chain Management Department.

6.29 Payment Terms

KDMC adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with KDMC will be paid based on the following protocol:

- a. KDMC utilizes Wells Fargo as its primary form of ACH/Credit Card Payments. By enrolling in Wells Fargo credit card payments, the supplier receives an email from Wells Fargo with credit card information and the remittance. If the vendor enrolls in ACH payments via Wells Fargo, the payment will be deposited and a remittance email from Wells Fargo will be sent. ACH forms can be provided by the Accounts Payable department at 606-408-9692.
- b. Payments by check - Payment terms for check payments are Net-40.
- c. Vendors receiving ACH direct payments will be approved by the Accounting Department and the Accounts Payable Supervisor. Payment Terms for ACH are Net-40.

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

General:

Offeror is expected to provide prescription and nonprescription pharmaceutical products and intravenous supplies and related services, as well as providing consulting services

Offeror is expected to render Pharmacy Services to Facility in accordance with Applicable Law

Offeror is expected to provide House Stock to Facility upon request

Offeror will label all Pharmacy Products in accordance with Applicable Law

Offeror will maintain a drug profile on each Facility resident serviced by Pharmacy

Offeror will be required to provide and stock a minimum of eight (8) medicine carts and four (4) treatment carts

Offeror will make a representative available for attendance monthly at Facility's quality assurance committee, infection control committee and other committee meetings that relate to Pharmacy Products and Pharmacy Services, with reasonable prior notice and during regularly scheduled visits to Facility

Offeror will conduct, when requested by Facility and as mutually agreed to by Offeror and Facility, in-service education programs on subjects related to Pharmacy Products and Pharmacy Services, said programs to be conducted by a pharmacist or his/her designee during regularly scheduled visits to Facility

Offeror will provide drug information and consultation to Facility's licensed professional staff regarding Pharmacy Products ordered

Offeror will provide facility with policy manuals and drug books

Offeror will furnish to Facility, upon request, reasonable and appropriate information relating to the provision of Pharmacy Products, Services, and Consultative Services, including Offeror's policies and procedures

Offeror will collaborate with Facility to coordinate pharmacy documentation processes

Offeror will appoint an individual or group of individuals to provide the Consulting Services which includes a registered Pharmacist in accordance with Applicable Law and the State

Delivery:

Offeror shall deliver Pharmacy Products to Facility pursuant to the delivery schedule or as otherwise mutually agreed by the parties. In the event that Offeror does not make any delivery required hereunder, Facility may obtain such delivery from a third party pharmacy provider, but only as to such failed delivery.

In the event Offeror cannot furnish a Pharmacy Product in a reasonably prompt manner, Offeror shall use its best efforts to determine whether another pharmacy provider is capable of providing such Pharmacy Product to Facility more promptly. If so, Offeror shall make arrangements with other pharmacy provider to provide the Pharmacy Product to Facility and notify facility immediately. If it is determined that Offeror cannot provide a Pharmacy Product in a reasonable time from a third party pharmacy provider, Facility reserves the right to contact an alternative third party.

Emergency Drug Service:

Offeror should provide Emergency Drug Services: (a) If permitted by Applicable Law and requested by Facility

Offeror shall provide, maintain and replenish, in a prompt and timely manner, an emergency drug supply ("E-Kit"), emergency controlled drug kit, and medication lock box for refrigerator. E-Kits shall be the property of Pharmacy as prescribed by Applicable Law. All withdrawals from E-Kits and emergency controlled drug kit by Facility personnel shall be pursuant to a valid physician order in compliance with Applicable Law

Offeror shall provide computerized Physician Order Sheets ("POSs"), Medication Administration Records ("MARs") and Treatment Records ("TRs") to Facility upon request

Offeror shall furnish, at its expense, a reasonable number of medication carts, facsimile machines and other equipment for its provision of Pharmacy Products and Services under this Agreement.

Offeror shall, at its expense, be responsible for ongoing maintenance and repairs of equipment provided to Facility unless the need for such maintenance and/or repair is due to the abuse of such

equipment by Facility personnel. In such event, the expense for maintenance and repairs, to the extent necessitated by such abuse, will be borne by Facility.

Consulting:

Offeror shall provide consultation regarding all material aspects of providing pharmaceutical services to Facility

Offeror shall provide detailed reporting regarding the provision of pharmaceutical services quarterly (or more frequently if required by Applicable Law)

Offeror shall collaborate with Facility and Facility's medical director to:

- develop, implement, evaluate, and revise (as necessary) procedures for the provision of pharmaceutical services; and
- strive to assure that medications and/or biologicals are requested, received and administered in a timely manner as ordered by the authorized prescriber (in accordance with Applicable Law)

Offeror shall assist Facility in determining that residents' medication therapy is necessary and appropriate

Offeror shall conduct a medication regimen review ("MRR") for each Facility resident at least once a month and an admission medication regimen review ("aMRR")

Offeror shall identify any irregularities as defined in the State Operations Manual. Within three (3) business days of conducting an MRR or aMRR, offeror will provide a summary report to the attending physician and the Facility's director of nursing which

- Documents that no irregularity was identified, or reports any irregularities
- Offeror may utilize electronic signatures to create and/or authenticate reports and records relating to all MRRs and may transmit such records and reports to the medical director and the Facility's director of nursing via electronic means (if such method is determined to be most effective for providing notification), in accordance with the terms of this Agreement, Pharmacy's information security and privacy policies, and any other laws applicable thereto

Offeror shall develop a procedure to apply when an attending physician does not respond to such report or fails to document the basis for his/her disagreement with such report

Offeror shall attend the facility's monthly Quality Assurance Performance improvement meeting, on a quarterly basis, at a minimum and provide written report of services provided.

Offeror shall provide Facility staff with two (2) in-service educational programs per year

Offeror shall ensure that medications are labeled in accordance with federal and state labeling requirements and accepted standards of practice

Offeror shall assist Facility in reviewing the safe and secure storage of medications in locked compartments under proper temperature controls in accordance with manufacturers' specifications

Offeror shall assist Facility in developing and implementing safeguards and systems to control, account for, and periodically reconcile controlled medications

Offeror will provide consultation related to determining Facility compliance with Applicable Law with respect to labeling and storage of medications

8.0 Financial Offer Summary

The Offeror shall provide a monthly invoice for Facility-Paid Products and Services, Consultative Services and House Stock

The Offeror may provide pricing for additional services which may or may not be necessary to KBLC'S needs. KBLC reserves the right to accept or deny the additional services.

8.1 Alternate pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, However the information requested above shall be supplied and will be used for proposal evaluation purposes