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OFFICE OF WILL COUNTY EXECUTIVE
JENNIFER BERTINO-TARRANT

Will County Office Building – 302 N Chicago Street – Joliet, Illinois 60432

Kevin Lynn
Purchasing Director

(815) 740-4712
Fax (815) 740-4604
klynn@willcountyillinois.com

December 8, 2020

To Whom It May Concern:

You are invited to submit your bid to provide Pharmaceutical and Consultant Services for the Sunny Hill Nursing Home of Will County, 421 Doris Ave., Joliet, IL. 60433. The contract period will commence March 1, 2021 through February 28, 2022 with two (2) one (1) year optional renewals.

A 10% Bid Bond or \$10,000.00 Cashier's Check made payable to the Will County Treasurer must accompany your bid, or it will not be considered. Money Orders or Company checks will not be accepted.

Bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 North Chicago Street, Joliet, IL. 60432, not later **than 10:00 A.M., "as so indicated by the time stamp clock of Will County", Wednesday, December 23, 2020.** Bids will be publicly opened and read by the Will County Executive or her representative at **10:10 A.M., Wednesday, December 23, 2020.**

The bidder acknowledges the right of the County of Will to reject all bids and to waive non-material informality or irregularity in any bid received as maybe specified in the solicitation.

Should you have any questions regarding this bid, please contact Kevin Lynn, Purchasing Director in writing at klynn@willcountyillinois.com.

We welcome your bid.

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing Director

**ADVERTISEMENT OF BID
PHARMACEUTICAL AND CONSULTANT SERVICES
SUNNY HILL NURSING HOME OF WILL COUNTY
JOLIET, IL.**

SEALED BIDS TO PROVIDE PHARMACEUTICAL AND CONSULTANT SERVICES FOR SUNNY HILL NURSING HOME OF WILL COUNTY, JOLIET, IL WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 10:00 A.M., WEDNESDAY, DECEMBER 23, 2020.

BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HER REPRESENTATIVE AT 10:10 A.M., WEDNESDAY, DECEMBER 23, 2020 AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FLOOR, JOLIET, IL., 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.willcountyillinois.com AND www.demandstar.com AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL, 60432, (815) 740-4605 OR EMAIL purchasing@willcountyillinois.com.

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE BIDDER ACKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ALL BIDS, AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY BID RECEIVED AS MAYBE SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, JENNIFER BERTINO-TARRANT

**INSTRUCTIONS TO BIDDERS
PHARMACEUTICAL AND CONSULTANT SERVICES
SUNNY HILL NURSING HOME OF WILL COUNTY
JOLIET, IL.**

GENERAL SPECIFICATIONS:

Sealed Bids are invited to provide Pharmaceutical and Consultant Services for Sunny Hill Nursing Home of Will County, Joliet, IL. The contract period will commence March 1, 2021 and extend through February 28, 2022, with two (2) one (1) year optional renewals.

SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building located at 302 N. Chicago St., Joliet, IL 60432, **not later than Wednesday, December 23, 2020 at 10:00 A.M., "as so indicated by the time stamp clock of Will County"**. **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed bids will be publicly opened and read aloud by the Will County Executive or her representative at **10:10 A.M., Wednesday, December 23, 2020** at the Will County Office Building, 302 N. Chicago St., 2nd FL., Joliet, IL, 60432.

Bids must be made in accordance with the instructions contained herein.

Bid Forms shall be completely filled out either typewritten or in ink and shall not be detached from this binding. The **complete set of Contract Documents shall be submitted** with the proposal, in triplicate with **ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED.**

Bid Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed. Bids shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked, with the bidder's name, address, and the notation:

SEALED BID: **SHNH PHARMACEUTICAL AND
CONSULTANT SERVICES**

BIDS DUE: **10:00 A.M., DECEMBER 23, 2020**

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

SIGNATURE OF BIDS:

The County of Will expects the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents.

BIDDING PROCEDURES:

1. All bids must be prepared on the forms provided by the County of Will and submitted in **TRIPLICATE, ONE ORIGINAL AND TWO COMPLETE COPIES**, in accordance with the Instructions to Bidders.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or prior to any extension thereof issued to the bidders.
3. Unless otherwise provided in any supplement to the Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.
4. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be posted on the Demand Star website for those who received bid documents via the internet and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
5. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send written addendum to all bidders. The County of Will is not responsible for any oral instructions. All inquiries shall be directed to Kevin Lynn, via email at klynn@willcountyillinois.com. After bids are received, the Bidder will make no allowance for oversight.

REJECTION OF BIDS:

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids, the right to reject all bids, and the right to waive any non-material irregularities in any bid received.

CONTRACT DURATION:

The contract is to commence March 1, 2021 and extend through February 28, 2022 with two (2) one (1) year optional renewals.

NO BIDS:

Those who wish not to bid this project please return your bid plainly marked "**NO BID**" so your company's name stays on our bidder list. If you choose not to reply your name will be removed and no future bids will automatically be sent to your company.

SUBSTITUTIONS:

1. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents.
2. Each bidder shall enclose literature with their bid for a more accurate evaluation of the bid and these specifications.
3. Any dealer bidding using substitute and equal product must specify brand name, model number, and supply specifications of product. The Sunny Hill Nursing Home of Will County and their representatives shall judge whether an article shall be deemed to be equal.
4. Bids will be considered on equipment or material complying substantially with specifications provided, only when each deviation is stated and the substitution is described, including technical data when applicable, in a letter attached to the bid. The Sunny Hill Nursing Home of Will County reserves the right to determine as to whether such substitutions or deviations are within the intent of the specifications and will reasonably meet the service requirements of the using department. Brand names that may be mentioned in the specifications are used only as a reference to the type and quality of materials or equipment desired.

PRIME CONTRACTOR CERTIFICATION:

Included in this bid package is a prime contractor certification form. This form **must** be filled out and returned with your bid package or it will not be accepted.

WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

BID SECURITY:

A 10% Bid Bond or \$10,000.00 Cashier's Check made payable to the Will County Treasurer, shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a contract will be entered into. **Money Orders or Company checks will not be accepted.** The bid bond or cashier's check of the unsuccessful bidders will be returned after the contract has been awarded by the County Board. The County of Will shall return the Bid Bond or Cashiers Check of the successful Bidder after receipt of the successful bidders Performance Bond.

PERFORMANCE BOND:

A Performance Bond in the amount of \$100,000.00 (one hundred thousand dollars) will be required from the successful bidder and shall be valid throughout the life of the Contract. This amount is equal to approximately the first four (4) months of the contract. The Performance Bond will be returned at the completion of the first year upon receipt of the replacement bond or continuation certificate for the second year contract period and same for the third year. If it is difficult to acquire a Performance Bond by the time the Contract is to commence, the County of Will will accept a letter notarized by the Insurance Carrier showing that such Bond is being processed at this time.

PRICES & QUANTITIES:

Prices shall remain in effect throughout the Contract Period, which is for a (12) twelve month period, commence March 1, 2021 and extend through February 28, 2022 with two (2) one (1) year optional renewals.

TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes.

CHOICE OF LAW AND VENUE:

The bid and this agreement shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any cause of action related to this bid or agreement shall be the Twelfth Judicial Circuit, Will County, Illinois.

ILLINOIS FREEDOM OF INFORMATION ACT:

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5

ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the time frames of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

NON-DISCRIMINATION:

The Contractor shall at all times observe and comply with all laws, statutes, regulations and/ or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

DEFAULT:

In case of default by the successful Bidder, the County of Will may procure the articles or services from other sources and may deduct from the unpaid balance due the successful bidder any of its costs resulting from the default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

AWARDING OF BID:

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the lowest responsible, responsive bid after all bids have been examined and evaluated. The bid is expected to be approved at the January 21, 2021 meeting of the Will County Board.

SUBMITTAL REQUIREMENTS:

Each of the following items shall be submitted by the bid time mentioned herein in order that the bid will be considered:

1. Bid Bond or Cashier's Check
2. Signed Copy of Prime Contractor Certification
3. Signed Receipt of Addenda
4. Signed Bid Form

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____
Name of Company

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Representative of Company

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

BID SPEC:

Sunny Hill Nursing Home of Will County (*Facility*) is engaged in the operation of a nursing facility and requires pharmacy services of consulting and pharmaceutical services. The facility adheres to a philosophy and model of care known as "Resident-centered care", which ensures that the residents of the facility have an active voice and the ability to make decisions and choices about their medical care, residential services provided in the facility and must be reflective in all policies and procedures of the facility. All services provided must also meet the applicable laws and regulations for local, state, and federal bodies.

The Pharmacy will be responsible to address each of the following points in detail in bid response.

SCOPE OF WORK:

Pharmaceutical Services is to be provided by a qualified, licensed pharmacy capable of providing drugs, intravenous solutions, biological and pharmaceutical services as required by the residents as ordered by their physicians. Sunny Hill is licensed for 157 residents. The current vendor is Forum Extended Care, Skokie, IL.

The Pharmacy will provide Facility with copies of current licenses for itself, Registered Pharmacist, and Registered Nurse(s) along with proof of certificate of liability insurance.

Pharmacy Services and Communications:

- a) Pharmacist available 24 hours a day, 365 days a year for questions by phone.
- b) Provide up-to-date Pharmacy Policy Manual.

Receipt of drugs ordered electronic system:

- a) Receive within two hours of both order time and/or all new admissions.
- b) Stat orders within 4 hours for regular and non-business hours.

CONSULTANT PHARMACIST SERVICES:

Pharmacy Consultant Services include a licensed pharmacist and registered nurse who will:

- a. Be responsible for the general supervision of the facility's pharmaceutical services and
- b. Provide a sufficient number of hours to perform consulting service to Facility and its staff as requested.

More specifically, the Consultant will:

1. Provide general supervision of Facility's procedures for the control and accountability of all drugs, intravenous solutions, biological and supplies throughout the facility and ensures that Facility's policies and procedures are in compliance with applicable local, state, and federal laws and regulations.
2. Review the records for receipt and disposition of controlled drugs and the maintenance of such records in sufficient detail so as to allow an accurate reconciliation.
3. Review the drug regimen of each resident in the facility and report in writing any irregularity to Facility's Administrator, Medical Director, the resident's physician, and the Director of Nursing.
4. Consult the attending physicians and nurses to ensure compliance with the Pharmacy Formulary as it relates to residents receiving services from Pharmacy.
5. Work with Facility staff to ensure that inspections are done of each nursing station, its related drug storage area, and resident health records and those findings are documented in Consultant's report.

6. Ensure the proper labeling of all drugs, intravenous solutions and biological and that labeling is based on currently accepted professional standards and includes the appropriate accessory and cautionary instructions as well as the expiration date, when applicable.
7. Provide written reports to the Administrator, Quality Assurance Committee or Director of Nursing regarding the status of Facility's pharmaceutical services and staff performance on a mutually agreed upon basis.
8. Participate in meetings of the Pharmacy & Therapeutics Committee, Quality Assurance Committee, Infection Control Committee and/or any other committee meetings, with reasonable prior notice and during regularly scheduled visits to the facility.
9. Assist in the development of, and/or conduct, when requested by Facility Administrator and as mutually agreed to by Pharmacy and Facility, programs for in-service education on subjects related to the pharmaceutical services rendered; such in-service education to be conducted by Consultant or his/her qualified designee.
10. Provide a tailored program that encompasses the educational, regulatory and cost containment concerns of the facility while assuring appropriate medication therapy for each resident.
11. Perform all other responsibilities required of a pharmacy consultant as set forth by applicable local, state, or federal laws and regulations.
12. Assist in developing Facility's policies and procedures for routine and emergency/disaster drug control electronic medication administration record.

CONSULTANT NURSE SERVICES:

Pharmacy will provide to Facility duly licensed and registered nurse(s) who will devote a sufficient number of hours to perform consulting services to facility and its staff, as requested, as follows:

1. Perform as needed review of facility's staff procedure and administration of medications as dictated by facility's philosophy of Resident-Centered Care
2. Provide survey preparation and support.
3. Review the electronic medication administration record quarterly for reconciliation of medications against medication orders and pharmacy record to avoid potential discrepancies
4. Provides in-service training upon request

SUNNY HILL NURSING HOME of WILL COUNTY (Facility) will:

1. Make available to Consultant adequate working space to allow Consultant to fulfill his/her obligations under this Agreement.
2. Ensure Consultant has access to all resident records.

FAIR MARKET VALUE of GOODS and SERVICES:

1. The price at which Pharmacy is selling the goods and/or services to Facility and/or its' residents fairly represents the fair market value of such goods and/or service, without a discount of any kind. The said price is above the Pharmacy's costs for the goods and/or service. Pharmacy shall not differentiate in charges for goods and/or services to Facility residents, on the basis of the resident's status as a Medicare Part A resident, a Medicare Part B resident, a Medicare Part D resident, a Medicaid resident, a private pay resident, or a resident with a private insurance carrier paying for the goods and/or services.

2. Facility may purchase “house supply” items (OTC drugs and goods) from Pharmacy as allowed by applicable local, state, and federal laws and regulations.

PAYMENTS TO PHARMACY:

1. For services of pharmacist, Facility will pay the pharmacy a fee per month, based on bed capacity.
2. For services of registered nurse, Facility will pay monthly to pharmacy
 - a. For a registered nurse, a fee per hour.
3. Each month, the Pharmacy will furnish to the Facility an invoice of the amount due the Pharmacy for the preceding month.

TERM and TERMINATION:

1. **Initial and Renewal Terms:** The term of this Agreement will commence on March 1, 2021 and continue through and include February 28, 2022 (“Initial Term”) and be subject to two (2) additional twelve month renewal periods provided there is no change in the terms, conditions, specifications and pricing structure unless mutually agreed to in writing by both parties. In no event shall the term plus renewals exceed three (3) years.
2. **Termination:** If either party defaults in the performance of its obligation under this Agreement and such default is not cured within thirty (30) days of the receipt of written notice, then the non-defaulting party will have the right, in addition to any other rights it may have, by further written notice to terminate this Agreement on any further date not less than ten (10) days from the date of such further notice.

PHARMACEUTICAL SERVICES:

1. The Pharmacy will be responsible to address each of the following points in detail in bid response:
 - a. Supply only approved drugs, intravenous solutions, biological and supplies in compliance with applicable local, state, and federal laws and regulations for residents and Facility.
 - b. Render all services in accordance with any applicable requirements of local, state, and federal laws and regulations, community standards of practice, and the Pharmacy’s Policies & Procedures Manual, reflecting the facility’s philosophy of Resident-centered care.
 - c. Label all medications in accordance with local, state, and federal rules and regulations.
 - d. Pharmacy will provide medication carts (chosen by facility), treatment carts, and emergency carts, infusion pumps and products, Pharmacy and infusion policy and procedure manuals, all pharmacy-related forms and paper supplies and facsimile machines. Unit dose medication must be labeled with resident’s name and drug, packaged and sealed individually (no bingo cards except for controlled schedule 2 medications, not to exceed a 14 day supply). The Pharmacy will, at its expense, be responsible for ongoing maintenance and repairs to pharmacy equipment used at the Facility.
 - e. Must integrate with facilities current electronic medication administration software Point Click Care immediately upon contract acceptance.
 - f. Be responsible for all third party billing for Medicaid (including Managed Care), Medicare D, private pay, and private insurances. Prior authorizations will be processed by pharmacy in conjunction with staff/physician before medication is sent. Pharmacy staff shall coordinate Med D to ensure paperwork is completed or order is changed. Pharmacy is to contact Med D plans directly for prior authorization.

- g. Maintain drug profiles on each resident in the Facility.
- h. Provide drug information and consultation to the Facility's licensed professional staff regarding such drugs, intravenous solutions, biological and supplies ordered.
- i. Provide an automated dispensing machine with a bar code scanner for dispensing emergency drugs, supplies and other medications to allow for immediate, on-site, controlled access of first dose 24/7 as approved by the Facility's Quality Assurance Committee and any other committees of the Facility.
- j. Ensure a qualified representative from the Pharmacy is available for attendance at the Facility's Quality Assurance Committee, the Infection Control Committee and any other committee meetings.
- k. Conduct, when required by the facility Administrator or Director of Nursing and as mutually agreed to by the Pharmacy and the Facility, programs for in-service education for subjects related to the pharmaceutical services rendered with said in-service education to be conducted by the pharmacist or his/her qualified designee.
- l. Pharmacy will pick up and dispose of empty unit dose medication packaging except those prohibited by law

DELIVERY SCHEDULE:

Pharmacy agrees to deliver to Facility any prescriptions and supplies daily, seven (7) days per week, Monday through Sunday. An additional delivery will be made in the P.M.s, including holidays and weekend days (Saturday and Sunday).

EMERGENCY DRUG SERVICE:

The Pharmacy will provide any drug, intravenous solution, biological and supply needed on an emergency basis within four hours. In the event the Pharmacy cannot furnish an ordered medication within four hours, the Pharmacy will make arrangements with another pharmacy supplier in a community local to the Facility to provide such service(s) to the Facility. The Pharmacy will notify the Facility of any such arrangement. The delivery of such emergency drugs will be at no cost to the facility.

RESIDENT'S RIGHT to CHOOSE:

Facility will comply with all applicable local, state, and federal laws and regulations regarding a resident's right to choose his or her own pharmacy as long as the medications are provided in the same manner as the facilities pharmacy.

ORDERING:

Facility may purchase "house supply" (OTC drugs and goods) items from the Pharmacy or vendor of choice as allowed by applicable local, state, and federal laws and regulations.

PAYMENTS to PHARMACY:

- 1. Pharmacy will bill Facility for all drugs, intravenous solutions, biological and supplies provided to Medicare residents (PPS) on an agreed upon Per-Diem Rate for Part A.

2. Facility will be responsible for billing and collection for all drugs, intravenous solutions, biological and supplies provided to Medicare resident (PPS).
3. Pharmacy will be responsible for billing and collection for all drugs, intravenous solutions, biological and supplies provided to private insurance, private pay, Medicaid, Medicare D residents and to residents covered by any other governmental reimbursement program.
4. The price at which Pharmacy is selling/billing drugs to Medicare D residents is pre-determined by what PDP (Pharmaceutical Drug Plan) the resident has for drug coverage. The Pharmacy needs to be contracted with all PDP's in Region 17 (Illinois) for Medicare D coverage. Any "out of Network" costs incurred for physician ordered medications would be covered by Pharmacy.
5. Pharmacy will submit a monthly invoice to Facility for goods and services provided residents or Facility itself.

BILLING DATA AND REIMBURSEMENT STATUS:

Facility will provide the Pharmacy with the necessary billing data, including, but not limited to, Medicare and Medicaid numbers (including managed care assigned organization), resident name, responsible party, billing address, phone number, physician names, and any other pertinent data as required by the Pharmacy. This information will be provided at time of admission and as changes occur,

Facility will provide all daily census information under agreed method to the pharmacy.

Facility will notify pharmacy daily of any changes in resident medication upon receipt of physician's order or of changes as a result of room transfer or discharge, and/or any payor source changes.

Pharmacy must provide separate accurate billing for Medicare Part A or any billing type deemed necessary by facility finance office.

Pharmacy will work in tandem with facility to ensure Medicaid residents do not receive monthly statement of charges

Pharmacy will provide credits for split billing when changes in payor sources dictate.

Pharmacy must credit for unused medication.

Pharmacy to include fee schedule and estimated cost to the Facility on an annual basis for services indicated. Information and cost estimates on additional services available should be indicated separately.

LEGAL COMPLIANCE

Consultant shall comply with any and all Rules, Regulations, Laws, Public Acts, Policies and/ or Ordinances of any kind whatsoever, specifically including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any amendments thereto and in addition shall enter into an agency agreement with the facility as required by HIPAA.

Receipt of Addenda Signature Form

Bid Let: 12-8-20
Due: 12-23-20, 10:00 A.M.
Open: 12-23-20, 10:10 A.M.

**COUNTY OF WILL
PURCHASING DEPARTMENT
302 N. CHICAGO ST.
JOLIET, IL. 60432**

**CONTRACT FOR
SHNH #2021-14
PHARMACEUTICAL
AND CONSULTANT SERVICES**

COMPANY NAME _____ F.E.I.N. # _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____

PHONE _____ FAX _____ EMAIL _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

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No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

Bid Let: 12-8-20
Due: 12-23-20, 10:00 A.M.
Open: 12-23-20, 10:10 A.M.

SUBMIT BID TO:
COUNTY OF WILL
PURCHASING DEPARTMENT
302 N. CHICAGO ST.
JOLIET, IL. 60432

CONTRACT FOR
SHNH #2021-14
PHARMACEUTICAL
AND CONSULTANT SERVICES

COMPANY NAME _____ F.E.I.N. # _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 CONTACT _____
 PHONE _____ FAX _____ EMAIL _____

THIS IS NOT AN ORDER

Agency Name and Delivery Address: SUNNY HILL NURSING HOME OF WILL COUNTY, 421 DORIS AVENUE, JOLIET, IL 60433
For additional information contact: KEVIN LYNN, PURCHASING klynn@willcountyillinois.com

COMPENSATION TO PHARMACY:	FEE PER HOUR	FEE PER MONTH	EXTENDED ANNUAL
For services of pharmacist: Facility will pay the pharmacy a fee per month, based on occupied beds (maximum 157 bed capacity):	N/A		
IV Nurse Services- Facility will pay hourly to pharmacy for an "IV" nurse for instruction.		N/A	N/A
Consultant Nurse Services- Facility will pay monthly to pharmacy for a registered nurse.	N/A		N/A
List of any additional charges to Facility from Pharmacy:			

Signed By: _____ **Title:** _____
 (Representative of Company)

Approved by: _____
MAGGIE MCDOWELL, ADMINISTRATOR, SUNNY HILL NURSING HOME OF WILL COUNTY

LATE BIDS CANNOT BE ACCEPTED!

Vendor Return Address:

SEALED BID DOCUMENT

BID #: 2021-14
DUE DATE: 12/23/20
DUE: 10:00 A.M.
DESCRIPTION: SHNH PHARMACEUTICAL/
CONSULTANT SERVICES

DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP
ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!