

ORIGINAL

Redler's LTC Pharmacy

RFP Response - Pharmaceutical Services

Beatrice State Developmental Center

Solicitation Number RFP 5928 Z1

State Purchasing Bureau

Attn: Jennifer Eloge/Annette Walton

1526 K Street, Suite 130

Lincoln, NE 68508

Phone: 402-471-6500

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
State Purchasing Bureau
1526 K Building, Ste 130
Lincoln, Nebraska 68508

SOLICITATION NUMBER	RELEASE DATE
RFP 5928 Z1	September 13, 2018
OPENING DATE AND TIME	PROCUREMENT CONTACT
October 30, 2018 at 2:00 p.m. Central Time	Jennifer Eloge/ Annette Walton

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5928 Z1 for the purpose of selecting a qualified bidder to provide pharmaceutical services at Beatrice State Developmental Center . A more detailed description can be found in Section IV. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be three (3) years commencing upon execution of the contract by the State and the bidder (Parties) on the contract start date. The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: Redler's LTC Pharmacy

COMPLETE ADDRESS: 13831 Chalco Valley Pkwy., Ste. 101, Omaha, NE 68138

TELEPHONE NUMBER: 402-592-5244 FAX NUMBER: 402-592-2501

SIGNATURE:  DATE: 10-29-18

TYPED NAME & TITLE OF SIGNER: Troy Redler, Owner

Form A
Bidder Contact Sheet
Request for Proposal Number 5928 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Redler's LTC Pharmacy
Bidder Address:	13831 Chalco Valley Pkwy. Ste. 101, Omaha, NE 68138
Contact Person & Title:	Troy Redler
E-mail Address:	tredler@redlersltc.com
Telephone Number (Office):	402-592-5244
Telephone Number (Cellular):	712-560-2219
Fax Number:	402-763-6523

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Redler's LTC Pharmacy
Bidder Address:	13831 Chalco Valley Pkwy. Ste. 101, Omaha, NE 68138
Contact Person & Title:	Troy Redler
E-mail Address:	tredler@redlersltc.com
Telephone Number (Office):	402-592-5244
Telephone Number (Cellular):	712-560-2219
Fax Number:	402-763-6523

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

TR NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Redler's LTC Pharmacy
COMPLETE ADDRESS:	13831 Chalco Valley Pkwy. Ste. 101, Omaha, NE 68138
TELEPHONE NUMBER:	712-560-2219
FAX NUMBER:	402-763-6523
DATE:	10-29-18
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Troy Redler, Owner

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VII as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may

find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JR			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JR			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

K. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

L. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the

State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

M. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

N. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

O. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

P. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

R. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

S. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

T. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

U. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

V. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

W. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;

4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JK			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DR			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DR			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination or expiration of the contract, the contractor shall obtain an extended

discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

H. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

I. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$5,000 any one person
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$2,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	Limits consistent with Nebraska Medical Malpractice Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$3,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

1. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Health and Human Services, Division of Developmental Disabilities
Attn: Contract Manager
PO Box 98947
Lincoln, NE 68509-8947

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

2. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

J. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

K. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

L. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Contractor shall bill BSDC monthly, listing each charge separately and providing a total. Listings shall include, but not be limited to: prescriptions by member and co-pay amount, charges for chart reviews, delivery charges (including date and time), charges for medication administration records (MAR sheets). All charges shall be labeled with clear descriptions, individual initials and date. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DR			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt

Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TR			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

REDLER'S LTC PHARMACY CORPORATE OVERVIEW

BIDDER IDENTIFICATION AND INFORMATION

Redler's LTC Pharmacy is located at 13831 Chalco Valley Pkwy., Ste. 101, Omaha, NE 68138. Redler's is a LLC organized in South Dakota in 2014.

PROFESSIONAL LICENSURE

Redler's LTC Pharmacy is licensed in the state of Nebraska as a Community Pharmacy and is registered with the Drug Enforcement Administration to dispense controlled substances. Redler's employs pharmacists that have active Nebraska Pharmacist licenses.

Redler's LTC Pharmacy has no actions taken against its license in any state. Redler's LTC Pharmacy has no current formal complaints filed with a state licensing authority concerning its pharmacy or pharmacists.

Nebraska Pharmacy License 3053

DEA License FR5178276

*current license verifications are supplied in the Corporate Overview supplemental documents

FINANCIAL STATEMENTS

Redler's is a privately-owned firm therefore has enclosed financial statements for the 2016 and 2017 tax years. Redler's LTC Pharmacy is unaware of any judgments (pending or expected) or financial reversals which would materially affect the viability or stability of the organization.

The requested banking reference is provided below:

Pinnacle Bank
Jill Govier – Vice President
12350 Southport Pkwy.
La Vista, NE 68128

RELATIONSHIPS WITH THE STATE

Redler's LTC Pharmacy has been contracted with the State of Nebraska to provide pharmaceuticals within the last five (5) years.

Eastern Nebraska Veteran's Home
12505 South 40th Street
Bellevue, NE 68123

Norfolk Veteran's Home
600 E. Benjamin Ave.
Norfolk, NE 68701

BIDDER'S EMPLOYEE RELATIONS TO STATE

Redler's LTC Pharmacy does not have an employee named in the proposal response that is or was an employee of the State within the past six (6) months. Redler's LTC is unaware of any employee that is also an employee of the State of Nebraska.

CONTRACT PERFORMANCE

Redler's LTC Pharmacy has not had a contract terminated for default during the past five (5) years. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Redler's LTC currently provides pharmaceutical services for residents residing in the Intermediate Care Facilities located on the Mosaic in Axtell campus. These services include continuous pharmacy services,

Health Service Coordinator
Phone: 308-627-1095
e-mail: laurie.kiehn@mosaicinfo.org

Additional references are supplied in the Corporate Overview supplemental documents.

SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Troy Redler – Owner, Founder: Responsible for the company's overall business strategy and delegation of resources. Has a thorough and in-depth knowledge of the industry and can anticipate emerging trends in the marketplace. Acts as the final word on all new initiatives/enhancements to overall pharmacy services.

Sara Redler – Consulting Team Lead: Responsible for the management and oversight of the consultant pharmacist team. Ensures that we, as a company, are fully compliant and up to date with the latest facility and pharmacy regulations and can act as a true resource for our facility partners.

Adam Horan – Pharmacist in Charge: Responsible for overseeing pharmacy workflow and maximizing process efficiencies. Addresses facility questions as they arise and works with the DON/Nursing staff of our homes to ensure that we are meeting and exceeding all service expectations. Reports directly to Troy Redler.

*Resumes for key personnel are supplied in the Corporate Overview supplemental documents

SUBCONTRACTORS

Redler's LTC Pharmacy does not intend to subcontract any part of its performance for the Beatrice State Development Center.

State of Nebraska

Department of Health and Human Services
Division of Public Health

Community Pharmacy License

This is to certify that **Redler's LTC Pharmacy, LLC**
Is hereby issued License No. **3053** to operate a Pharmacy at:
13831 Chalco Valley Pkwy #101 Omaha NE 68138
Troy Redler, PharmD
Adam John Horan, PharmD In Charge

Board of Pharmacy

William Beck
Chairman

Christine M. Dunbar

Patricia J. Roberts, R.Ph.

Given under the name and Seal of the Department of
Health and Human Services Division of Public Health
the State of Nebraska at Lincoln on **07/13/2015**.

Expiration Date: 07/01/2019



Thomas L. Williams, MD
Thomas L. Williams, MD Chief Medical Officer
Director, Division of Public Health
Department of Health and Human Services



1:4
293/656
REDLERS LTC PHARMACY
13831 CHALCO VALLEY PKWY
STE 101
OMAHA, NE 68138-0000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FR5178276	04-30-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	RETAIL PHARMACY	03-20-2018
REDLERS LTC PHARMACY 13831 CHALCO VALLEY PKWY STE 101 OMAHA, NE 68138-0000		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FR5178276	04-30-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	RETAIL PHARMACY	03-20-2018

NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES



Pete Ricketts, Governor

Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 10/28/2018.

Name: Troy Lowell Redler PharmD
Type: Pharmacist
Number: 12071
Status: Active
Issued: 06/22/2004
Expiration: 01/01/2020
Education: 05/15/2004 Creighton University

Disciplinary/Non-Disciplinary Information:

Disciplinary/Non-Disciplinary Information prior to 2010 may not be available online.
If older information is needed, please call (402) 471-4923.

If you have questions about this information, please contact the
Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.

NEBRASKA

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DEPT. OF HEALTH AND HUMAN SERVICES



Pete Ricketts, Governor

Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 10/30/2018.

Name: Sara Jayne Redler PharmD
Type: Pharmacist
Number: 12440
Status: Active
Issued: 03/08/2006
Expiration: 01/01/2020
Education: 03/03/1999 N.E. Community College-Norfolk-75hr
12/14/1999 NE Community College-Norfolk
05/14/2005 Creighton University

Disciplinary/Non-Disciplinary Information:

Disciplinary/Non-Disciplinary Information prior to 2010 may not be available online.
If older information is needed, please call (402) 471-4923.

If you have questions about this information, please contact the
Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.

NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES



Pete Ricketts, Governor

Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 10/28/2018.

Name: Adam John Horan PharmD
Type: Pharmacist
Number: 13722
Status: Active
Issued: 07/27/2011
Expiration: 01/01/2020
Education: 05/07/2011 UNMC

Disciplinary/Non-Disciplinary Information:

Disciplinary/Non-Disciplinary Information prior to 2010 may not be available online.
If older information is needed, please call (402) 471-4923.

If you have questions about this information, please contact the
Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.

1:27 PM
10/29/18
Accrual Basis

Redlers LTC Pharmacy
Profit & Loss
January through December 2016

Jan - Dec 16

Ordinary Income/Expense	
Income	
Consultation	92,166.78
MRDR Income	120.00
Rx Sales	2,110,820.58
Third Party Sales	5,303,273.40
Total Income	7,506,380.76
Cost of Goods Sold	
Cost of Goods Sold	
Back Up Service	34,436.23
QuickMar	55,099.60
Rebates	-36,228.26
RX Supplies - CGS	23,391.44
Cost of Goods Sold - Other	4,610,612.00
Total Cost of Goods Sold	4,687,311.01
Total COGS	4,687,311.01
Gross Profit	2,819,069.75
Expense	
Advertising and Promotion	12,158.39
Amortization Expense	2,480.00
Bad Debt	101,276.43
Bank Service Charges	3,829.30
Clearing Account	0.00
Contract Labor	628.91
Credit Card Fees	2,490.13
Delivery Service	222,007.66
Depreciation Expense	4,058.00
Equipment Expense	40,991.01
Insurance Expense	15,248.00
Interest Expense	33,275.24
Licensing Fees	4,537.06
Management Fee	355,000.00
Meals and Entertainment	2,049.03
Mileage	18,150.97
Miscellaneous	2,055.42
Office Supplies	24,913.08
Payroll Expenses	
401k Company Match	18,900.73

1:27 PM

10/29/18

Accrual Basis

Redlers LTC Pharmacy
Profit & Loss
January through December 2016

Jan - Dec 16

Suspense Account	
Medicare Supplemental	0.00
Sales Tax Clearing Account	0.00
Smooch Clearing Account	0.00
Unknown Checks	0.00
Unknown Deposit	0.00
Total Suspense Account	0.00
Taxes	550.00
Telephone Expense	22,603.40
Third Party Fees	4,732.91
Third Party Monitoring	6,974.66
Training	3,735.70
Travel Expense	1,512.14
Total Expense	2,735,214.65
Net Ordinary Income	83,855.10
Other Income/Expense	
Other Income	
Other Income	0.00
Total Other Income	0.00
Net Other Income	0.00
Net Income	<u>83,855.10</u>

1:28 PM
10/29/18
Accrual Basis

Redlers LTC Pharmacy
Balance Sheet
As of December 31, 2016

Dec 31, 16

ASSETS

Current Assets

Checking/Savings
Checking - Pinnacle 34,098.48

Total Checking/Savings 34,098.48

Accounts Receivable
Accounts Receivable 238,390.90

Total Accounts Receivable 238,390.90

Other Current Assets

Accounts Receivable - Redler
Unapplied Cash - Redler -6,364,913.66
Accounts Receivable - Redler - Other 6,803,701.14

Total Accounts Receivable - Redler 438,787.48

Allowance for Doubtful Accounts -108,143.39

Due to/ from Dunes -19,391.90

Inventory 370,028.90

Prepaid Liabilities

Mutual 2,209.05
Principal 97.75

Total Prepaid Liabilities 2,306.80

Receivable Other 3,616.52

Undeposited Funds 3,867.15

WIP - Unbilled 84,422.81

Total Other Current Assets 775,494.37

Total Current Assets 1,047,983.75

Fixed Assets

Furniture and Equipment
Accumulated Depreciation -8,502.00
Furniture and Equipment - Other 17,460.00

Total Furniture and Equipment 8,958.00

Total Fixed Assets 8,958.00

Other Assets

Goodwill

1:28 PM
10/29/18
Accrual Basis

Redlers LTC Pharmacy
Balance Sheet
As of December 31, 2016

	Dec 31, 16
Other Current Liabilities	
Payroll Liabilities	
Assurity	1,121.21
FUTA	16.18
SUTA	606.33
Total Payroll Liabilities	1,743.72
Sales Tax Payable	1,061.11
Total Other Current Liabilities	2,804.83
Total Current Liabilities	559,599.44
Long Term Liabilities	
N/P Troy Redler	92,779.68
Note Payable Dakota Drug	704,944.50
Total Long Term Liabilities	797,724.18
Total Liabilities	1,357,323.62
Equity	
Retained Earnings	-352,410.97
Net Income	83,855.10
Total Equity	-268,555.87
TOTAL LIABILITIES & EQUITY	<u>1,088,767.75</u>

1:33 PM
10/29/18
Accrual Basis

Redlers LTC Pharmacy
Profit & Loss
January through December 2017

Jan - Dec 17

Ordinary Income/Expense	
Income	
Consultation	5,166.90
Private Sales	-24,829.90
Rx Sales	1,186,999.15
Third Party Sales	7,079,312.57
Total Income	8,246,648.72
Cost of Goods Sold	
Cost of Goods Sold	
Back Up Service	39,945.84
QuickMar	61,696.80
Rebates	-15,077.24
RX Supplies - CGS	
Freight	35.71
RX Supplies - CGS - Other	29,571.63
Total RX Supplies - CGS	29,607.34
Cost of Goods Sold - Other	5,095,569.57
Total Cost of Goods Sold	5,211,742.31
Total COGS	5,211,742.31
Gross Profit	3,034,906.41
Expense	
Advertising and Promotion	27,264.97
Amortization Expense	2,480.00
Automobile Expense	835.60
Bad Debt	113,400.96
Bank Service Charges	3,319.09
Charity Donation	500.00
Clearing Account	0.00
Contract Labor	
IT Services	25,101.14
Contract Labor - Other	2,621.05
Total Contract Labor	27,722.19
Credit Card Fees	4,029.66
Delivery Service	261,445.54
Depreciation Expense	17,344.00
Equipment Expense	28,263.53

1:33 PM
10/29/18
Accrual Basis

Redlers LTC Pharmacy
Profit & Loss
January through December 2017

	Jan - Dec 17
Payroll Expenses - Other	50,650.76
Total Payroll Expenses	1,941,250.64
Pharmacy Returns	286.00
Rent Expense	104,952.39
Software Expense	46,652.02
Suspense Account	
Medicare Supplemental	-26.40
Sales Tax Clearing Account	-0.01
Smooch Clearing Account	0.00
Unknown Checks	1,287.96
Unknown Deposit	-7,543.11
Suspense Account - Other	11,330.60
Total Suspense Account	5,049.04
Taxes	151.30
Telephone Expense	15,158.62
Third Party Fees	13,073.44
Third Party Monitoring	6,960.00
Travel Expense	1,175.01
Total Expense	3,008,359.94
Net Ordinary Income	26,546.47
Other Income/Expense	
Other Income	
Other Income	3,312.93
Total Other Income	3,312.93
Net Other Income	3,312.93
Net Income	29,859.40

Redlers LTC Pharmacy
Balance Sheet
As of December 31, 2017

Dec 31, 17

ASSETS

Current Assets

Checking/Savings	
ADP P/R Clearing	102.47
Checking - Pinnacle	-41,537.70
Checking - ZPetty	56.23

Total Checking/Savings -41,379.00

Accounts Receivable	
Accounts Receivable	91,946.39

Total Accounts Receivable 91,946.39

Other Current Assets

Accounts Receivable - Redler	
Unapplied Cash - Redler	-13,178,594.36
Accounts Receivable - Redler - Other	13,888,030.69

Total Accounts Receivable - Redler 709,436.33

Allowance for Doubtful Accounts -170,680.40

Due to/ from Dunes -43,513.76

Inventory 367,021.00

Prepaid Liabilities	
Mutual	7,168.03

Total Prepaid Liabilities 7,168.03

WIP - Unbilled 81,054.10

Total Other Current Assets 950,485.30

Total Current Assets 1,001,052.69

Fixed Assets

Furniture and Equipment	
Accumulated Depreciation	-27,354.00
Medical Equipment	9,000.00
Furniture and Equipment - Other	21,228.19

Total Furniture and Equipment 2,874.19

Total Fixed Assets 2,874.19

Other Assets

Goodwill

1:33 PM
10/29/18
Accrual Basis

Redlers LTC Pharmacy
Balance Sheet
As of December 31, 2017

Dec 31, 17

Other Current Liabilities	
Payroll Liabilities	
Assurity	332.03
FUTA	16.18
Misc Deductions	1,473.48
Principal	296.81
SUTA	606.33
Payroll Liabilities - Other	52.48
Total Payroll Liabilities	2,777.31
Total Other Current Liabilities	2,777.31
Total Current Liabilities	438,998.10
Long Term Liabilities	
N/P Troy Redler	175,180.46
Note Payable Dakota Drug	659,031.79
Total Long Term Liabilities	834,212.25
Total Liabilities	1,273,210.35
Equity	
Retained Earnings	-268,555.87
Net Income	29,859.40
Total Equity	-238,696.47
TOTAL LIABILITIES & EQUITY	<u>1,034,513.88</u>



Eastmont Towers

Merrit Beuning, DON
402-489-6591



Omaha Nursing & Rehab

Marty Brown, Administrator, 402-733-7200

ENSIGN  GROUP

Keystone Ridge Post Acute Nursing and Rehab

Spencer Bartlett, Executive Director
402-572-5750

ENSIGN  GROUP



Colonial Manor

Jean Gall, DON 402-337-0444

ENSIGN  GROUP

Adam Horan

21020 W Cir, Elkhorn, NE 68022

(712) 898-2315

adamjhoran1@gmail.com

PROFESSIONAL SUMMARY

Proven operations professional with demonstrated abilities in management, operations, and customer relationships. Interested in using my operational and long term care experiences to augment a team focused on service excellence and unparalleled customer satisfaction.

EDUCATION

- | | |
|------------------------|--|
| August 2007 – May 2011 | University of Nebraska Medical Center
College of Pharmacy, Omaha, NE
Doctor of Pharmacy |
| August 2003 – May 2007 | University of Nebraska, Lincoln, NE
Bachelor of Science in Biological Sciences |

LICENSURE

- | | |
|-----------------------|---|
| June 2011 - Present | Nebraska State Board of Pharmacy-Registered Pharmacist
License No. 13722 |
| August 2007 - Present | American Heart Association BLS Certification |

EXPERIENCE

- | | |
|---|---|
| December 2014 - Present | Pharmacist-in-Charge - Redler's LTC, Omaha, NE |
| Responsibilities: Oversee budget adherence, cost management and inventory maintenance; direct supervision of 5+ pharmacists and department managers, indirect supervision of 40+ company employees; ensure corporate, state, and federal compliance; identify and solve issues relating to operational efficiencies and quality control; strategically plan for sustainable growth, spot emerging trends in the LTC market, and adjust internal workflow to maximize value for our facility partners. | |
| November 2012 - December 2014 | Site Manager - Genoa Healthcare, Kansas City, MO |
| Responsibilities: Supervised and coordinated the activities of technicians and phlebotomists, as well as ensured that the pharmacy was up to date and compliant with all city, state, and federal regulations; achieved and exceeded expected business growth parameters and financial budgets; maintained close working relationships with facility medical directors, educated facility staff on the latest services and programs offered by the company. | |
| July 2011-November 2012 | Pharmacist - CVS/pharmacy, Kansas City, MO |
| Responsibilities: Oversaw pharmacy workflow and supervised a total of 12 technicians and 4 interns; made monthly pharmacist schedule and assisted with the scheduling of interns and technicians; performed periodic performance reviews for pharmacy employees and made recommendations for pay increases. | |

Sara Redler, PharmD

Professional Accomplishments

- Conducted medication regimen reviews.
- Inspected all nursing units within customer facilities.
- Developed monthly reports for each facility.
- Supported clinical and operational initiatives within facilities.
- Attained continuing education experiences.
- Attended quality assurance and other appropriate committee meetings.
- Developed quarterly quality assurance reports as required.
- Planned and presented in-service education to other pharmacy staff.
- Analyzed pharmacy policies and procedures manual

Pharmacist Licensure

- Nebraska (12440)
- Iowa (20267)
- South Dakota (R5651)

Employment History

August 2006-Present	Consultant Pharmacist	Redler's LTC, Dakota Dunes SD
May 2005 – August 2006	Pharmacist	Drilling Pharmacy, Sioux City IA

Education

Troy Redler PharmD

Experience

5-2004 Graduated
PharmD from
Creighton University in
Omaha Nebraska

5-2004 until 5-2006	Redler's Professional Pharmacy Inc	South Sioux City NE
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Pharmacist-in-Charge

5-2006 until 3-2009	Redler's Professional Pharmacy Inc	South Sioux City NE
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Owner and pharmacist-in-charge

This location was sold to Walgreens in 2010

3-2009 until current	Redler's Long Term Care LLC	Dakota Dunes SD
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Owner and pharmacist-in-charge

This location was opened in 3-2009

2014 until current	Redler's LTC Pharmacy	Omaha, NE
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Owner

Redler's LTC Technical Approach

PROJECT OVERVIEW

Redler's LTC Pharmacy will provide pharmaceutical services for individuals residing in the Intermediate Care Facilities located on the Beatrice State Developmental Center (BSDC) campus, 3000 Lincoln Street, Beatrice, Nebraska.

Redler's will provide continuous pharmacy services, 24 hours per day, 7 days per week for 365 days per year (24/7/365) including providing on call consultation with BSDC medical staff. A licensed pharmacist will be provided review individual charts on at least a quarterly basis. Redler's LTC Pharmacy will bill members insurance plans (Part D Medicare or other plans which pay for prescriptions).

PROJECT ENVIRONMENT

Beatrice State Developmental Center, (BSDC) is in Beatrice, Nebraska. BSDC is comprised of five (5) separate Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IDs) at this location. Medications will be sorted per facilities instructions and delivered to the BSDC. In addition, Redler's LTC Pharmacy will provide medication reviews for each resident upon admission, quarterly, and at the request of BSDC.

PROJECT REQUIREMENTS

Redler's LTC Pharmacy accepts the DHHS Business Associate Requirements listed in Attachment A.

BUSINESS REQUIREMENTS

Redler's LTC Pharmacy is a licensed pharmacy and employs licensed pharmacists and supporting staff. Redler's LTC Pharmacy will meet all requirements for licensure in the state and comply with all laws regulating pharmacies and the practice of pharmacists in Nebraska. See 172 NAC 128, Neb. Rev. Stat. 28-401 – 462, Neb. Rev. Stat. 38-2801 – 2816. Redler's LTC Pharmacy will also comply with any applicable federal laws or regulations governing the provision of the services in this contract.

Attachment A

RFP 5928 Z1

DHHS Business Associate Requirements

Contractor shall abide by the following requirements as a Business Associate of DHHS:

1. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party in this contract, shall mean Contractor.
2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this contract, shall mean DHHS.
3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. OTHER TERMS. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
5. THE CONTRACTOR shall do the following:
 - a. Not use or disclose Protected Health Information other than as permitted or required by this contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
 - b. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - c. To the extent Contractor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - d. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Contractor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
 - e. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 - f. Within fifteen (15) days:
 - i. Make available Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
 - ii. Make any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
 - iii. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
 - g. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of the

DHHS available to the Secretary for purposes of determining compliance with the HIPAA rules. Contractor shall provide DHHS with copies of the information it has made available to the Secretary.

- h. Report to DHHS within fifteen (15) days, any unauthorized use or disclosure of Protected Health Information made in violation of this contract, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Contractor shall report any breach to the individuals affected and to the Secretary as required by the HIPAA rules.

6. TERMINATION.

- a. DHHS may immediately terminate this contract and any and all associated contracts if DHHS determines that the Contractor has violated a material term of this contract.
- b. Within thirty (30) days of expiration or termination of this contract, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form and retain no copies of such Protected Health Information. Contractor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by the DHHS be infeasible, Contractor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this contract shall survive with respect to such Protected Health Information.
- c. The obligations of the Contractor under the Termination Section shall survive the termination of this contract.

Attachment B

Bidder Questionnaire

Request for Proposal Number 5928 Z1

Bidder Name Redler's LTC Pharmacy

Liaison Duties	
1	<p>Describe bidder's experience billing insurance plans, Medicare Part D and in performing as the liaison on behalf of individuals for said plans. Describe bidder's experience and knowledge of the Nebraska Medicaid Program SMAC (Nebraska Medicaid State Maximum Allowable Cost) listing.</p>
<p>Bidder's Response:</p> <p>Redler's staff is educated in billing all payer sources to include but not limited to: Medicare Part D, Medicaid – including multiple MCOs, Commercial, Medicare Part A, Managed Care, Workman's Comp, Veteran's Affairs, and supplemental Medicare plans. Redler's has a dedicated staff member to navigate Medicare Part B and Medicare/Medicaid DME products unique payer requirements. Staff are assigned to manage repack medications for individuals who are mandated to use mail-order medications or receives medications directly from Veteran's Affairs.</p> <p>Redler's LTC Pharmacy will bill member's insurance plans (Part D Medicare or other plans which pay for prescriptions) according to the plan's customary allowance. The Redler's LTC Pharmacy will be the primary liaison with various Part D plans or other plans which pay for prescriptions on behalf of the individuals at BSDC.</p> <p>Formulary Alternatives</p> <p>Redler's is integrated with Amplicare (formerly iMedicare) that allows staff to review formulary alternatives and the cost to the patient for each alternative for all Medicare Part D plans. Nebraska Medicaid covered medications are verified based on each of the Nebraska Medicaid MCO's preferred drug lists. Covered alternatives are provided, if available, to request an order change if appropriate.</p> <p>*A sample of Redler's Request to Change form is supplied in the Technical Approach supplemental documents</p> <p>Prior Authorizations</p> <p>Redler's has dedicated staff to initiate, track the status and resolve prior authorizations. Utilizing Cover My Meds integration prior authorizations are initiated and submitted to doctors electronically. The facility is notified of the prior authorization requirement. BSDC and Redler's will determine a plan of action to meet the patient's needs while a prior authorization is pursued.</p> <p>*A sample of Redler's Prior Authorization Notification form is supplied in the Technical Approach supplemental documents</p> <p>Medications not covered by Third Party Insurance</p> <p>If a covered alternative is not available Redler's will contact BSDC with an authorization request detailing the medication, reason the medication is not covered, and the price associated with the</p>	

medication prior to dispensing. Comments are added to the medication profile to indicate who provided the authorization and whether it was a one-time authorization or authorized for subsequent fills. If a one-time authorization is received Redler's will contact the facility before refilling in the future.

*A sample of Redler's Non-Covered form is supplied in the Technical Approach supplemental documents

Should Redler's LTC Pharmacy dispense a prescription prior to the actual authorization we recognize we are taking a business risk and payment for the prescription may be denied.

The pharmacy's software is interfaced with multiple programs to provide our staff with up to date information regarding Medicare Part D formularies and alternatives. Using covermymeds Redler's electronically initiates, tracks, and resolves prior authorizations. Redler's receives regular files containing the most up to date SMAC listing. This ensures that in the event a charge is authorized by the facility the pricing will not exceed the Nebraska Medicaid State Maximum Allowable Cost.

2	Describe the bidder's experience in providing reports requested by customers and experience in providing assistance with Adverse Drug Reaction reporting.
---	---

Bidder's Response: Redler's LTC Pharmacy will provide access to the facility to access commonly used reports as needed. Examples of commonly used reports:

- | | |
|---------------------|-----------------------------------|
| Coumadin Report | Medication Monographs |
| Psychotropic Report | Blackbox Warnings |
| Antibiotic Report | Medication Administration Records |

Redler's will provide additional reporting as requested by Beatrice State Development Center to include, but not limited to:

- Data gathering and report generation requests
- Compilation of data for medical providers
- Assistance with Adverse Drug Reaction reporting

Pharmacy Duties

3	Describe bidder's plan to provide medications in 14 day sealed cassettes.
---	---

Bidder's Response: Redler's LTC Pharmacy will provide medications packaged in 14 day sealed cassettes. At the facility request the following cassette colors will be used:

- | | |
|--------|-----------------|
| Purple | 0600 |
| Yellow | 0800 |
| Orange | 1200 |
| Green | 1600 |
| Red | PRN (as needed) |
| Gray | HS (bedtime) |

4	Describe the bidder's plan to provide medications in a manner described in the RFP upon receiving the contract with BSDC.
<p>Bidder's Response:</p> <p>All applicable routine medications will be sent out in a "cycle" every 14 days packaged in the above mentioned color-coded, sealed opus cassettes. In the event that a new routine order is received half-way through said cycle, a quantity sufficient to last until the end of the current cycle will be delivered on the daily run, and the same order will be dispensed again automatically with each subsequent cycle changeover until the order is discontinued or changed. All applicable PRN orders will also be dispensed in sealed 14-day cassettes, but will exclusively be sent out with daily deliveries, either when a new order is received or pursuant to a resupply request from BSDC staff.</p>	
5	Describe bidder's plan to provide Emergency Kits with monthly checks.
<p>Bidder's Response: Redler's will provide approved E-kits for facility use. E-kit usage is documented by BSDC and sent to Redler's. Pharmacy will send a new E-kit and pick up the used E-kit for pharmacist inspection and to refill the unit dose medications.</p>	
6	Describe bidder's plan to provide daily delivery of medication and supplies.
<p>Bidder's Response: Redler's will provide a scheduled courier delivery six (6) days a week Monday -- Saturday to be delivered to BSDC by 1800 CT.</p>	
7	Describe bidder's plan to provide 'stat-medication' for emergency situations.
<p>Bidder's Response: Redler's Stat-Medication process is as follows:</p> <p>BSDC will phone or fax the emergency or "stat" order to the pharmacy. Faxed 'stat' orders must be followed up with a phone call to Redler's LTC. Medications will be delivered within 2 hours of order notification. Redler's has licensed pharmacists on call 24 hours a day, 7 days a week, 365 days a year to respond to stat situations.</p>	
8	Describe bidder's plan to provide flexible repackaging of 'vacation medications' on short notice.
<p>Bidder's Response: Per request Redler's will provide 'vacation medications' in unit dose packaging to maintain the patient's level of care while outside of the facility. Redler's will also provide 'day program or noon splits' medication packaging as requested.</p>	
9	Describe bidder's plan to provide credits for unused medications.
<p>Bidder's Response: Approved medications may be returned to the pharmacy for credit in accordance with state and federal regulations.</p>	
10	Describe the bidder's ability to be available 24/7/365 on call with standard two hour response time.
<p>Bidder's Response: Redler's LTC has licensed pharmacists on-call 24/7/365 in order to respond to emergency or stat situations within two hours. Redler's delivery is also on-call to provide a quick response to emergency or stat situations.</p>	

11	Describe bidder's ability to provide Medication Administration Records/Physician Order forms.
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Bidder's Response: At the direction of the facility Redler's LTC will provide paper Medication Administration Records. MARs will be provided for new admits and on a monthly basis. In addition the facility may access specific MARs and Physician Order forms utilizing the Redler's facility portal.

CHART REVIEWS

12	Describe the bidder's ability and experience in providing a Licensed Pharmacist to review charts within a week of receiving the request for review.
----	---

Bidder's Response:

- Redler's staff is experienced in providing pharmacist consulting services and chart reviews. Items included in the review include but are not limited to:
- Perform Drug Regimen Review (DRR) monthly on site at facility
- Meet upon entry or exit (if possible) with Director of Nursing and/or Assistant Director of Nursing.
- Make recommendations to the appropriate members of the Inter-Disciplinary Team to:
 - Ensure and enhance the quality of care for the resident in the consultant's professional opinion.
 - Provide guidance toward adherence of laws, rules, guidelines, and policy and procedures from a pharmacy perspective.
- After the DRR visit is complete, consultant recommendations (for physician and nursing review) and summary of recommendations will be emailed to the Director of Nursing or their designee at the facility.
 - Physician recommendations:
 - Will be delivered within three business days to Director of Nursing or designee.
 - Summary report of recommendations will be delivered to Director of Nursing, Administrator and any other person requesting within three business days.
- Provide reporting as requested by the facility for psychoactive medications
- Provide QA reports as requested by the facility
- Quarterly inspections of facility medication storage rooms, medication carts and refrigerators
- Promote awareness of current laws, regulations, and guidelines for long term care facilities, both federal and state (where applicable and licensed).
- Promote awareness of developing trends and treatments of all aspects of long term care including, but not limited to; psychotropic drug reductions, psychotropic monitoring, appropriate drug use, and clinical monitoring.

Redler's LTC Pharmacy
13831 Chalco Valley Pkwy
Suite 101
Omaha, NE 68138

Pharmacy Notice



P: 402.592.5244
F: 402.592.2501
E: ContactUs@redlersltc.com

Attention: Framework Link Demo Nursing Staff

Nursing Station: 100

Regarding: Aardvark, Fred

Room:

Medication/DME: LEMONHEADS

Directions: TAKE 1 TAB BY MOUTH ONCE DAILY

Physician: HOME RX,SERVICES

Notice Reason: Prior Authorization

The patient's insurance is requiring the prescriber to complete a Prior Authorization before they will cover this medication. We are in the process of contacting both the coverage provider and the physician to get this process started. We will provide updates as we receive them and will send the medication once the Prior Authorization has been approved. In the event the Prior Authorization is denied, we will notify all parties involved. If you have any questions/concerns regarding this notice, please contact our Customer Care department at (402) 592-5244. Thank you.

Estimated Delivery Date: 11/1/2018 (We will contact you if this date changes)

Facility Notified:

Family Notified:

Physician Notified:

Facility Phone: (402)592-5244
Facility Fax: () -

Rx: 3231707

Redler's LTC Pharmacy
13831 Chalco Valley Pkwy Suite 101
Omaha, NE 68138
Phone: 402.592.5244
Fax: 402.592.2501



Order Change Request

(CONFIDENTIAL: IF RECEIVED IN ERROR, PLEASE CALL 402.592.5244)

DATE: 10-31-2018

PRESCRIBER: HOME RX,SERVICES

FAX: (402)592-2501

PATIENT: Aardvark, Fred

DOB: 2/28/1942

THIS PATIENT CURRENTLY HAS AN ACTIVE ORDER FOR **LEMONHEADS**. THIS MEDICATION IS NOT COVERED BY THE PATIENT'S INSURANCE. PLEASE INDICATE BELOW IF YOU WOULD AGREE TO ADJUST THE ORDER TO ONE OF THE FOLLOWING COVERED ALTERNATIVE(S):

SOUR PATCH KIDS, TEAR JERKERS, SWEET TARTS

YES

NEW ORDER: _____ (REQUIRED)

SIG: _____ (REQUIRED)

NO (CIRCLE ONE)

1. I WOULD LIKE TO PURSUE PRIOR AUTH, PLEASE SEND PA PAPERWORK
2. PLEASE DISCONTINUE WITHOUT REPLACEMENT

MD SIGNATURE: _____ DATE: _____

THANK YOU,

REDLER'S LTC CUSTOMER CARE DEPT.

Redler's LTC Pharmacy
13831 Chalco Valley Pkwy
Suite 101
Omaha, NE 68138

Pharmacy Notice



P: 402.592.5244
F: 402.592.2501
E: ContactUs@redlersltc.com

Attention: Framework Link Demo Nursing Staff

Nursing Station: 100

Regarding: Aardvark, Fred

Room:

Medication/DME: LEMONHEADS

Directions: TAKE 1 TAB BY MOUTH ONCE DAILY

Physician: HOME RX,SERVICES

Notice Reason: Not Covered

This medication is not covered by the patient's insurance. We will work with the coverage provider and the physician to try and get the order changed to an acceptable alternative, and will keep you updated if/when the order is changed. If you have any questions/concerns regarding this notice, please contact our Customer Care department at (402) 592-5244. Thank you.

Estimated Delivery Date: 11/1/2018 (We will contact you if this date changes)

Facility Notified:

Family Notified:

Physician Notified:

Facility Phone: (402)592-5244
Facility Fax: (____)____-____

Rx: 3231707