

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Pharmacy Services

RFP Number: 2024-078

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
July 18, 2024	Addendum No. 1
July 22, 2024	Addendum No. 2
July 31, 2024	Addendum No. 3

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;
- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any

person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Proposal shall be addressed to:

Jeffrey Del Ricci, Sales Director
JDelRicci@genoahealthcare.com

Phone: 401-952-7810
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

SECTION I: Title Page

**GENOA HEALTHCARE'S RESPONSE TO
COUNTY OF ALBANY – ALBANY COUNTY DEPARTMENT OF MENTAL HEALTH
REQUEST FOR PROPOSALS
PHARMACY SERVICES – RFP# 2024-078**

Offeror:

Genoa Healthcare LLC
8441 Wayzata Blvd, Suite 340
Golden Valley, MN 55426 – Sales

707 S. Grady Way, Suite 400
Renton, WA 98057 - Headquarters
Tax I.D.: 27-0556097

Signor: Todd Gustin
Chief Executive Officer
Office Phone: (651) 688-0258 ~ Fax: (651) 688-3132
Website: www.genoahealthcare.com

For representative to ask questions regarding the contents of the packet:

Jeffrey Del Ricci, Sales Director
Mobile Phone: (401) 952-7810; Fax Number: (651) 688-3132
E-mail Address: JDelRicci@genoahealthcare.com

Contract Negotiations Contact:
Bethany Mitricska, Pharmacy Contracts Manager
Email: bmitricska@genoahealthcare.com | Ph: (651) 447-4445

DUE BY: AUGUST 2, 2024 AT 4:30PM local time

DIRECT TO:

<http://www.empirestatebidsystem.com>

via electronic submission

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SECTION II: QUALIFICATIONS/EXPERIENCE/RESUMES

QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm.

Genoa Healthcare (“Genoa”) has been operating since 2000 and is the largest provider of pharmacy and medication management services. Genoa provides pharmacy services to 738 behavioral health centers across 47 states and the District of Columbia, of which 21 are in the State of New York. For a full list of all Genoa pharmacy locations, please go to www.genoahealthcare.com/locations/. Through these pharmacies, Genoa has provided pharmacy services to over 1 million clients with mental illness and developmental disabilities annually. All of Genoa’s pharmacy operations provide customized pharmacy services based on the individual needs of each healthcare center and client. Genoa currently operates a pharmacy adjacent to Albany County’s Department of Mental Health building located at 260 South Pearl Street in Albany and has been operational since December 2020.

Although Genoa specializes in providing services specifically to the mental health community, every Genoa pharmacy is a full-service community pharmacy that carries and dispenses all types of medications. Genoa encourages each client to use only one pharmacy, so that the Genoa pharmacist can closely monitor drug-drug interactions, duplicate therapy, and potential allergies for the client’s entire medication profile. We believe this also improves the communication and coordination of care between primary care providers and mental health providers. Genoa pharmacy staff take responsibility for the coordination of these primary care and specialty medications. We provide integrated pharmacy services that improve the lives of the individuals we serve and ease the workload of those that serve them. Because the pharmacy is adjacent to the health center, the pharmacy and pharmacist are accessible for Albany County (County) staff and clients to address questions or concerns about their mutual patients. The proximity of the pharmacy to the health center can improve medication utilization, which leads to improved adherence with reduced no shows due to accessibility.

Genoa’s development and management of its 738 pharmacies has been successful because of the extensive pharmacy knowledge and experience the management team brings to the company. Genoa’s infrastructure is exceptional and unparalleled in our industry. Genoa’s infrastructure not only provides us with the ability to expand with the behavioral health market, but it also provides the ability to withstand ever-present changes within that market and the expertise to modify our current services to meet customer and provider demands. Part of our key infrastructure includes our 32 Directors of Operations, an internal compliance team, Trainers, and several other key individuals that help support our infrastructure. With multiple Directors of Operations, we are able to maintain great relationships with physicians and the clinics and provide routine business reviews regarding how each of our pharmacies is performing. This enables us to continually identify areas where we can provide more value-added services. Genoa’s senior management teams, as well as other key employees, have extensive experience owning and operating pharmacies.

As the incumbent pharmacy provider, there will be no delay in commencing pharmacy services if awarded this RFP.

FULL-SERVICE, ON-SITE PHARMACY

Genoa is the ideal candidate to be chosen to provide pharmacy services to County patients. Genoa's infrastructure is exceptional and unparalleled in the country, and our vast experience and extensive knowledge of the behavioral health industry puts us a step above other pharmacy providers. Genoa is the nation's leader of behavioral health pharmacy services, and we are innovative and forward thinking. We are constantly striving for better ways to meet the clinic's needs, serve our clients, and increase medication adherence rates in order to decrease relapse and re-hospitalization rates for those living with mental illness. Genoa has adequate financial resources, is familiar and compliant with the requested services, and has an excellent reputation across the nation. Genoa's leadership team emphasizes the importance of finding quality pharmacist and technician candidates, and ensures that we receive input and approval from key clinic staff before hiring.

The proposed pharmacy will be owned and operated by Genoa. Genoa will lease space and pay fair market value rent for the square footage that we occupy. All costs related to the operation of the business will be covered by Genoa.

GENOA'S VALUE-ADDED SERVICES

Although Genoa specializes in serving mental health consumers, we are a full-service pharmacy. This means we take care of all the medication needs of our consumers, including prescriptions written by psychiatrists, primary care, and other specialty providers. Genoa will bring benefits to County that cannot be found with any other pharmacy. We have a customizable approach to our services, providing mental health agencies with only the services that are needed, staffing according to those services, and building the pharmacy out to the specifications to accommodate those functions.

Many of our services are designed to leverage clinic resources. Genoa's value-added services address many activities that would otherwise occupy County and/or clinic staff, enabling them to focus time on the provision of medical services. Genoa is committed to providing a higher level of pharmacy service to the mental health community. We take great pride in our unique approach to pharmacy care. We provide outstanding customer service and add a personal touch to each encounter with every consumer. Genoa understands mental health consumers and their unique needs. We work diligently every day to continually develop new ways to make obtaining medications and taking medications easier for the consumers we serve.

- **Convenient Adherence Packaging:** Genoa leads the way with adherence packaging. We have multiple packaging options available for dispensing to County consumers, offered at no cost to the consumer or clinic, and available to any consumer who may benefit. Depending on specific consumer needs, programs, residential settings, and preference, Genoa can customize the dispensing on an individual consumer basis.
 - We may be best known for our Convenient Adherence Packaging, which is a color-coded multi-medication compliance packaging system that we partnered in its development with Dispill® in 2008, specifically for consumers living with severe and persistent mental illness. Samples can be provided upon request. An example of our packaging can be found at [Exhibit A](#).
- **Computerized Patient Profiles:** Genoa will maintain computerized profiles for all consumers and medications filled at the Genoa pharmacy in our pharmacy dispensing software, Prodigy. The system records consumer demographic information, such as name, date of birth, address, contact information, and applicable insurance. The pharmacy software also maintains dispensing data and history, consumer allergies, monitors drug interactions, shows duplicate therapies and any minor and major contraindications. Medications that are part of the consumer profile will include adjudicated

and non-adjudicated prescription, over-the-counter (OTC), sample, and Patient Assistance Program (PAP) medications. This information is also made available to County via Genoa Online, detailed below.

- **Genoa Online - NetRx:** Genoa's online tools allow key clinic leadership access to valuable clinical and utilization information. Genoa Online is our free, online system that will allow County easy access to valuable clinical and utilization information (from anywhere via the web). Each Genoa Online user will be assigned to a specific group of consumers, based on the user's clinical role. The system is HIPAA compliant so the consumers' profiles will be protected from any outside eyes. NetRx Director, Clinical Director, and prescribers. County Centers' clinical providers will have access to:

- View patients' complete medication profiles
- Request refills
- View the refill history of patients' medications
- Check drug interactions
- Print drug monographs
- View color photos of medications

- **Genoa Online - MedAnalyzer:** Genoa developed this online tool to provide business data (Organizational Analysis) and clinical information (Drug Utilization) on our pharmacies back to the clinics where we provide pharmacy services. County directors and prescribers will have access to the following Organizational Analysis Reports:

- **Monthly Snapshot:** Provides a high-level overview of the Genoa pharmacy, including pharmacy performance measures
- **Consumer Analysis:** Provides the total number of consumers, new consumers, lost consumers, retention ratio, and net/gain loss for the Genoa pharmacy
- **PAP Analysis:** Shows a breakdown of medications dispensed through the Patient Assistance Program (PAP) for the Genoa pharmacy
- **Prescriber Analysis:** Provides an overview of the number of consumers who had prescriptions written and dispensed at the Genoa pharmacy by each prescriber at the center
- **Total Rx Analysis:** Indicates the number of prescriptions dispensed for consumers by month at the Genoa pharmacy over a 13-month period
- See **Exhibit B** for an example of our MedAnalyzer report

County directors and prescribers will also have access to the following Drug Utilization Reports:

- **Medication Possession Ratio (MPR):** MPR is the ratio of how many days' supply a medication a consumer was given compared to the total number of days between fills of the medication. This report provides the capability to identify poorly compliant consumers and create action plans with the Genoa pharmacy to improve adherence
- **Concomitant Atypical Antipsychotics:** Displays consumers' overlap in different atypical antipsychotic drugs prescribed to them over a specified period of time
- **Gap:** Shows incidents of a gap between refills of medications for consumers using the Genoa pharmacy
- **Benzodiazepine:** Displays consumer usage of benzodiazepines over a user-defined period of time

Genoa's MedAnalyzer tool allows data to be filtered by clinic location/program, prescriber, drug, or even consumer. Although the reports can be exported to Microsoft Excel, it is much more robust than simply providing Excel reports. Our Director of Operations who oversees the state of New York will

also review this information with your management team at regular intervals or as desired.

- **Refill Reminder Calls and Synchronization:** Our pharmacy team will run a report each week to identify all County consumers that are nearing the time for a refill of their chronic medication(s). One of our pharmacy staff members will then call each consumer to remind them of their upcoming refill and discuss any concerns the consumer may have. This process will help ensure continued adherence and allow for communication with the care team. Genoa will also work with consumers and prescribers to synchronize refills of medications, so they can refill all medications at the same time. This synchronization will create less confusion for the consumers and promote cost savings. Furthermore, since transportation is often an issue for the consumers we serve, synchronization of refills will reduce the chance of a gap in medication therapy.
- **Delivery/Mailing:** At Genoa, we understand that many consumers have transportation issues, and many organizations have multiple program locations. We will set up scheduled delivery routes to County Centers' locations and residential homes. We can also deliver to individual consumers via US Priority Mail; all at no charge.
- **Prior Authorization (PA) Assistance:** Genoa offers PA assistance as a value-added service. If a prescription is rejected due to a PA requirement, Genoa will initiate that PA for our consumers and their prescribers. We are contracted with PriorAuthPlus (in conjunction with Cover My Meds), which allows us to initiate drug and plan specific prior authorization forms via a resubmitted claim. Our pharmacy teams will complete as much of the form as possible, send it electronically to the prescriber for completion and/or signature if required, then submit online to the third-party payer. This streamlined process will save County time and money while improving medication adherence.
- **Pharmacy Assistance with Medicaid and Medicare Part D:** The Genoa pharmacy staff can assist consumers with coverage information and questions about Medicaid or Medicaid Part D plans, to the best of our ability. Because the majority of consumers with a payer source are using either the Medicaid or Part D plans, the on-site Genoa pharmacy staff will be very familiar with the available resources to get any questions that may arise answered. Genoa can utilize the Medicaid Helpline, available to providers within the state, to help locate missing ID's, verify coverage, or answer questions. For consumers who are eligible for Medicare Part D programs, the Genoa pharmacy staff can help County consumers evaluate the different plans, based on their current medication profile.
- **Clozapine Monitoring Services:** Our pharmacy staff will monitor lab results, dispense accordingly, and enter the results into the clozapine registry. Genoa initially started as a Clozapine Monitoring Management company, we have extensive experience managing consumers taking clozapine, and have been selected as the Teva PAP program manager.
- **Integrated Pharmacist Involvement:** Our Genoa pharmacist will be expected and encouraged to be involved with any and all clinical projects for which County would like his or her participation and pharmacotherapy expertise. Genoa pharmacists often play an integral role with the healthcare center's clinical teams (P&T committees, formulary advisory groups, clinical campaigns, etc.). We appreciate the opportunity to be involved on these integrated healthcare teams. Genoa will provide in-service training to County staff on subjects such as drug security, documentation and sanitation standards for medication administration, education on specific medication use and therapeutics, and medication management.
- **Lost Consumer Calls:** Genoa conducts regular reviews of patient profiles to identify patients who are off their medication treatment plan. A Genoa pharmacist will contact the individual to check in to see how they can help get them back on their treatment plan and

identify any barriers to care.

Examples of our customized reporting can be found at **Exhibit B**.

In addition to the services listed above, Genoa can also provide and administer vaccines and provide long acting injectable (LAI) administration on-site in the event there are staffing gaps to ensure that no patient misses their injection.

As described above, Genoa offers numerous value-added services. Due to the proximity of the pharmacy to the County building, the Genoa pharmacist will be easily accessible to County consumers for their medication needs and County staff for questions regarding our mutual consumers.

- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

RESPONSE: Below are the Genoa professional staff members who will be involved in the County engagement along with their biographies.

Alexa Daly, Pharm.D. – *pharmacy manager at 260 South Pearl Street, Albany, New York*
Daly has been the pharmacy manager of the Genoa pharmacy located in Albany County since 2020. Daly attended Albany College of Pharmacy and Health Sciences for 6 years and graduated Cum Laude with a PharmD in 2019. During pharmacy school, she worked as a pharmacy technician at Capital District Psychiatric Center for three years, where Daly's interest in working in mental health grew. After pharmacy school, Daly worked simultaneously for a year as a PRN pharmacist with Genoa Pharmacy while also working as a staff pharmacist at an independent pharmacy, Parkway Drugs.

Jesse Imes, Pharm.D. – *Director of Operations for NY*
Jesse graduated in 2010 from the University at Buffalo Pharmacy and Pharmaceutical Sciences. He also played Div 1 football for the Bulls and was in the National College Athletic Honor Society as well as an Academic All-American. Jesse started his career as a Pharmacy Manager with Target Pharmacy from 2010-2015. CVS acquired Target Pharmacy in 2015 where Jesse would become a Pharmacy District Leader. He would lead multiple teams and districts in the NY/PA markets. Jesse helped his region as the COVAX Leader during the pandemic and led the vaccine initiative. Jesse joined Genoa in July 2024 and will lead the New York operations for all sites.

Suzanne Tamer, General Manager/VP Operations (*located in New York and manages all Genoa pharmacy operations in the East & Midwest areas of the country*)
Suzanne Tamer joined Genoa in 2016 where she directed all aspects of pharmacy operations with responsibilities for profit and loss, developing organizations, and building relationships with regions spanning over multiple states including Virginia, Connecticut, New York, New Jersey, Washington, D.C., and Maryland. In April 2020, Suzanne was promoted to VP/GM of Operations for the East & Midwest Division.

Prior to Genoa, Suzanne was a District Pharmacy Manager at Walgreens Boots Alliance where she oversaw operations of over 120 pharmacy locations spread across two states. During her 16-year tenure at Walgreens, she served in a variety of leadership roles with increasing responsibilities in field and pharmacy operations. Suzanne started her career as a front-line pharmacist.

Suzanne holds a bachelor's degree in pharmacy from St. John's University and a Master's degree in Management from New York University.

Brittany Altieri, PharmD. – Senior Regional Operations Leader (*resides in NY*)
Senior director of region operations, Brittany Altieri, is a licensed New York State pharmacist, having received her Doctor of Pharmacy from local pharmacy school, Albany College of Pharmacy and Health Sciences. Upon graduation, she took on a role in a local Albany Target pharmacy, where she worked for 4 years during pharmacy school, as the pharmacy manager. After a couple of roles, she transitioned into a field leader role overseeing multiple retail pharmacy locations in multiple states for a total of 7 years. In 2022, Brittany joined the Genoa healthcare team, first overseeing the locations throughout New York and then transitioning into her current role as a Senior Director of Operations, overseeing pharmacy operations across the northeast. She has remained local while taking on this role and resides in the greater capital region.

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

RESPONSE: Todd Gustin, Chief Executive Officer, Genoa Healthcare LLC -707 S. Grady Way, Suite 400, Renton, WA 98057. Toll-free number: (800) 519-1139.

3.4 Detail your firm's experience with behavioral health clinic pharmacy services.

RESPONSE:

I. Full-service pharmacies

- Genoa serves nearly one million consumers in more than 738 full-service pharmacies.
- For more than 20 years, Genoa has been providing pharmacy services dedicated to people living with serious and persistent mental illness, addiction and other complex conditions like HIV. Most of our pharmacies are located in a separate pharmacy space in the same buildings as the community mental health centers where these individuals receive care. In New York, Genoa currently operates 21 such pharmacies.
- The majority of our consumers are covered by Medicaid or Medicare. They often struggle to hold down a job and maintain stable housing and reliable transportation. They need extra support to stay on complicated medication treatment plans.
- Our services are especially tailored for these challenges and are custom-designed for each individual. This includes:
 - Providing pre-filled pill organizers that make it easier for consumers to take morning, afternoon, and evening medications;

- Synching prescription refills that align refill dates and simplifying refill pick-ups to coincide with clinic appointments;
- Conducting proactive medication adherence outreach calls for prescription refills;
- Offering free delivery services and 24/7 on-call support; and
- Helping with insurance prior authorizations to avoid gaps in care.

Genoa’s services are grounded in the trusting relationships we build with our consumers and clinic staff. Those relationships are the reason we achieve a 94% net promoter customer satisfaction score with consumers, and an 80% net promoter score with clinics.

3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

RESPONSE:

1. Tompkins County Whole Health
Harmony Ayers-Friedlander, Deputy Commissioner of Mental Health
201 E. Green St.
Ithaca, NY 14850
Phone: (607) 274-6318
Email: hayers@tompkins-co.org
2. The Family Counseling Center
Michael Countryman, Executive Director
11-21 Broadway
Gloversville, NY 12078
Phone: (518) 725-4310 ext. 118
Email: mcountryman@thefamilycounselingcenter.org
3. Liberty Resources
Carl Coyle, CEO
1045 James St.
Syracuse, NY 13203
Phone: (315) 345-1391
Email: ccoyle@liberty-resources.org

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

RESPONSE: Reporting on outcomes can be challenging and takes time. Working with Genoa means having important data, like medication adherence rates, right at your fingertips, so you can easily report on outcomes for your consumers.

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

RESPONSE: The completed Vendor Responsibility Questionnaire is attached hereto on Pages 18-21.

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

RESPONSE: Understood and agreed.

SECTION III: REFERENCES

1. Tompkins County Whole Health
Harmony Ayers-Friedlander, Deputy Commissioner of Mental Health
201 E. Green St.
Ithaca, NY 14850
Phone: (607) 274-6318
Email: hayers@tompkins-co.org
2. The Family Counseling Center
Michael Countryman, Executive Director
11-21 Broadway
Gloversville, NY 12078
Phone: (518) 725-4310 ext. 118
Email: mcountryman@thefamilycounselingcenter.org
3. Liberty Resources
Carl Coyle, CEO
1045 James St.
Syracuse, NY 13203
Phone: (315) 345-1391
Email: ccoyle@liberty-resources.org

SECTION IV: PLAN IMPLEMENTATION

SCOPE OF SERVICES

- 4.1 The Albany County Department of Mental Health Department (ACDMH) is requesting that the following scope of services be satisfactorily addressed by the proposer:
- i) The proposer will identify and propose a satisfactory space to provide the pharmacy service and will develop and submit comprehensive design plans detailing the proposer's existing or proposed pharmacy space and how it is proposed to interface with ACDMH clinical operations and provide patient care and services.

RESPONSE: Genoa currently operates the pharmacy located at 260 South Pearl Street, adjacent to County’s mental health department and has been part of the care delivery system for County patients who elect to utilize the Genoa pharmacy since December 2020.

- ii) The proposer will provide a description of existing or proposed staff along with a description of the mechanism in place to maintain professionally competent and duly licensed pharmacy staff necessary for the operation of the pharmacy during the hours of clinical operations.

RESPONSE: Genoa’s pharmacy manager, Alexa Daley, along with her technician, currently operates the on-site pharmacy at 260 South Pearl Street. Genoa’s New York pharmacies are overseen by director of operations, Jesse Imes and East Coast operations vice president and general manager, Suzanne Tamer. Biographies can be found on Page 9 for Alex and other operational leadership overseeing New York pharmacy operations. Alexa is Mental Health First Aid (MHFA) certified, which is required of Genoa pharmacists. This additional training allows us to be an additional resource to clinic staff in the event of an incident with a patient.

- iii) The proposer will accept referrals from the aforementioned ACDMH clinical services and will provide pharmacy services for patients expressing no pharmacy preference, and for patients for whom receiving these services is determined to be medically necessary, in order to increase customer convenience and thereby improve medication adherence.

RESPONSE: Proposer acknowledges and agrees to the above.

TERM OF CONTRACT:

- 5.1 The contract period shall be for a period of two (2) years.
- 5.2 At the end of the initial two year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for three (3) additional years, in three (3) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
- 5.3 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

RESPONSE: Genoa acknowledges and agrees to the above.

SECTION V: COST PROPOSAL

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.

RESPONSE: The proposed pharmacy will be owned and operated by Genoa. There is no cost to Albany County for the implementation of this relationship with a Genoa pharmacy, nor any costs associated with the licensing, staffing, equipment, operations or inventory of the pharmacy.

- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not

included in the lump sum.

RESPONSE: If County requests that Genoa provide a consultant pharmacist to conduct medication room reviews or medication reviews for a patient(s), Genoa will charge \$75.00 per hour. If County elects to cover the cost of a medication(s) for a patient, Genoa will bill the medication using the following formula:

- **Brand medications at average wholesale price -16% + \$10 dispensing fee**
- **Generic medications at NADAC rate + 15% + \$7 dispensing fee**
- **Over-the-counter medications at our acquisition cost + 5% + \$6 dispensing fee**

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

RESPONSE: All Genoa Healthcare pharmacists are required to undergo Mental Health First Aid Training (MHFA) and become certified as part of their role. We understand the unique needs of individuals living with behavioral health and complex medical conditions. Having a pharmacy adjacent to the County building allows us to develop rapport with the individuals we serve. Our customized reporting systems, which provide real time adherence data, allow us to quickly identify individuals who are off their treatment plan and work with them to identify any barriers to care.

As the incumbent pharmacy provider, if awarded the RFP, there will be no delay in the provision of pharmacy services to County patients.

SECTION VI: MANDATORY DOCUMENTATION

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

[See Attached]

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

Chief Executive Officer

Title

Genoa Healthcare LLC

Company Name

7-18-24

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Corporation:

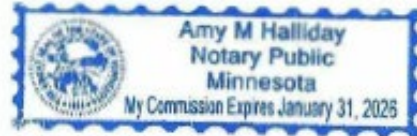
STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.:

On this 18 day of July, 2024, before me personally appeared Todd Gustin to me known, who, being by me sworn, did say that he resides at (give address) 11000 Optum Cir, Eden Prairie MN 55044, that he is the Chief Executive Officer of Genoa Healthcare LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.


Notary Public, State of Minnesota

Qualified in _____

Commission Expires 1/31/2026



ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME GENOA HEALTHCARE LLC		3. IDENTIFICATION NUMBERS a) FEIN # 27-0556097 b) DUNS # 79-555-1782	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.genoahealthcare.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 707 S. Grady Way, Suite 400, Renton, WA 98057		7. TELEPHONE NUMBER 401-952-7810	8. FAX NUMBER 651-688-3132
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> 260 S Pearl Street, Suite P; Albany NY 12202		10. TELEPHONE NUMBER 518-641-1548	11. FAX NUMBER 518-443-3333
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Jeffrey Del Ricci Title Sales Director Telephone Number 401-952-7810 Fax Number 651-688-3132 e-mail JDelRicci@genoahealthcare.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. N/A no individual owners.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES H HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied." -Attached as Exhibit C.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

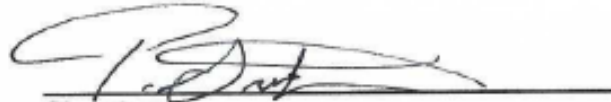
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹: Yes No
- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

CEO

Title

Genoa Healthcare

Company Name

7/18/2024

Date

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys’ fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

RESPONSE: Proposer understands and agrees.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer’s Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said

policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

RESPONSE: Proposer acknowledges and agrees to the insurance requirements and limits listed above. Proposer agrees to offer additional insured endorsements on its general liability and automobile policies of insurance. As the incumbent, a current certificate of insurance (COI) is currently in place and can be provided upon request.

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

RESPONSE: Proposer acknowledges and agrees.

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

RESPONSE: Proposer does not offer cash discounts for prompt payment.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW".

Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

RESPONSE: Proposer acknowledges and agrees.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

RESPONSE: Proposer acknowledges and agrees.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

- 20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR
- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed
- c. by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.
- d. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- e. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or

destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

RESPONSE: Proposer understands and agrees to abide by all applicable Federal and State laws as they apply to the performance of the services contemplated under this RFP for pharmacy services.

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

- 21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.
- 21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 21.3 In an effort to assist Proposers with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

RESPONSE: Proposer understands and agrees to abide by all applicable Federal and State laws as they apply to the performance of the services contemplated under this RFP for pharmacy services.

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.

22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

RESPONSE: Proposer understands and agrees.

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

RESPONSE: Proposer understands and agrees.

SECTION 24: NON APPROPRIATIONS CLAUSE

24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

RESPONSE: Proposer understands and agrees to abide by all applicable Federal and State laws as they apply to the performance of the services contemplated under this RFP for pharmacy services.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

RESPONSE: Proposer understands and agrees to abide by all applicable Federal and State laws as they apply to the performance of the services contemplated under this RFP for pharmacy services.

Exhibit A: Genoa's Convenient Adherence Packaging

Our Packaging Options



Pre-Filled Pill Organizer

Our pre-filled pill organizers are offered at no additional cost. Since the bubbles are individually labeled and perforated, a single dose can easily be removed from the package. At the top of each package you will find a complete medication record including pill descriptions and quantities. This system is meant to reduce errors and increase safety during medication administration. Each of the large bubbles includes:

- Resident name
- Medication type
- Date
- Day of the week
- Color coordination for the time of the day
- Time codes



Vials

Genoa Healthcare provides traditional vial packaging for more independent residents. Vials are available with or without child safety caps.



Single Dose Card

The single dose punch card holds one medication in each bubble. The bubble is large enough for any medication. Each card is labeled with clear indications of when each dose is to be taken. There are different versions of the single dose card available.

www.genoahealthcare.com

**Exhibit B:
Genoa Healthcare's MedAnalyzer Reports**

***Images are extremely confidential, as reports are generated from Genoa Healthcare's proprietary online tools**

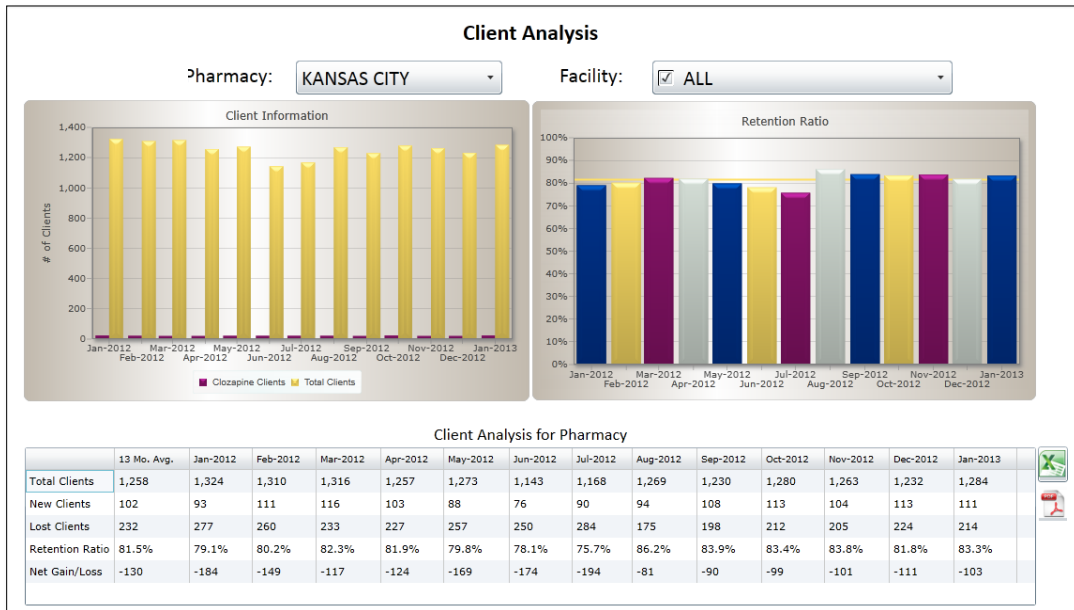
Monthly Snapshot: This report provides a high level overview of the Genoa Healthcare pharmacy, including pharmacy performance metrics.

Monthly Snapshot

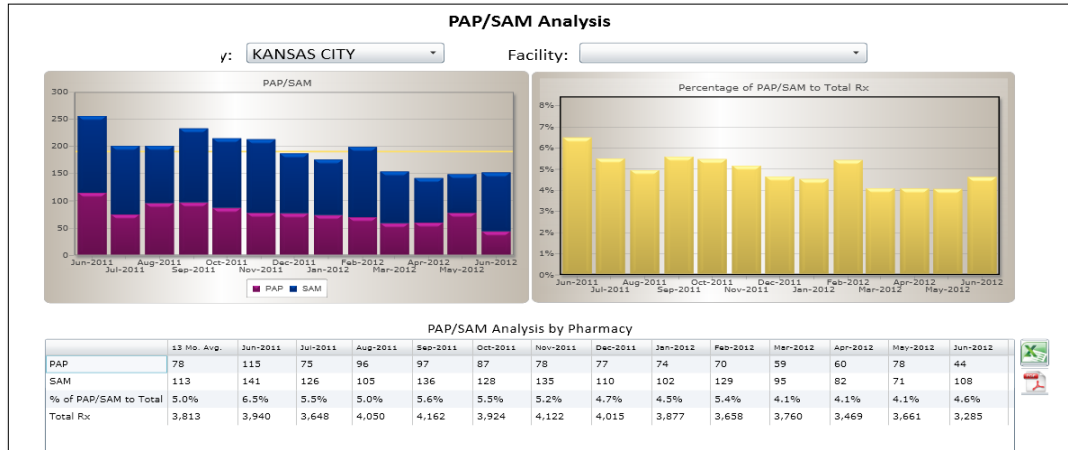
January 2013 Overview Pharmacy: **EVANSVILLE** January 2013

	Pharmacy	Previous Month	Prev. Mo. Trend	Genoa Pharmacy Avg.	Pharmacy/Genoa Variance
Clients Avg Age	41	41		40	1.2
Total Clients	519	480	↑	650	79.8%
Clozapine Clients	30	30	↔	45	66.1%
New Clients	55	32	↑	74	74.8%
Lost Clients	62	53	↑	78	79.1%
Net Gain/Loss	-7	-21	↑	-5	140.0%
Total Prescriptions	2,738	2,886	↓	3,109	88.1%
Avg Prescriptions per Client	5.3	6.0	↓	4.8	0.5
Avg Daily Rx	119	137	↓	135	-16.2

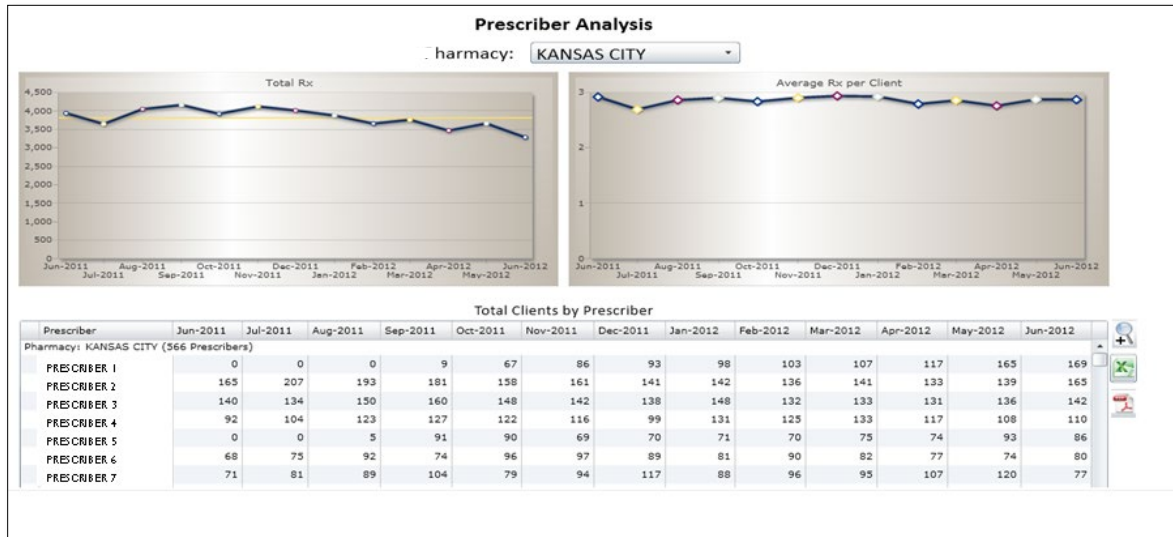
Consumer Analysis: This report provides the total number of consumers, new consumers, lost consumers, retention ratio, and net gain/loss for the Genoa Healthcare pharmacy.



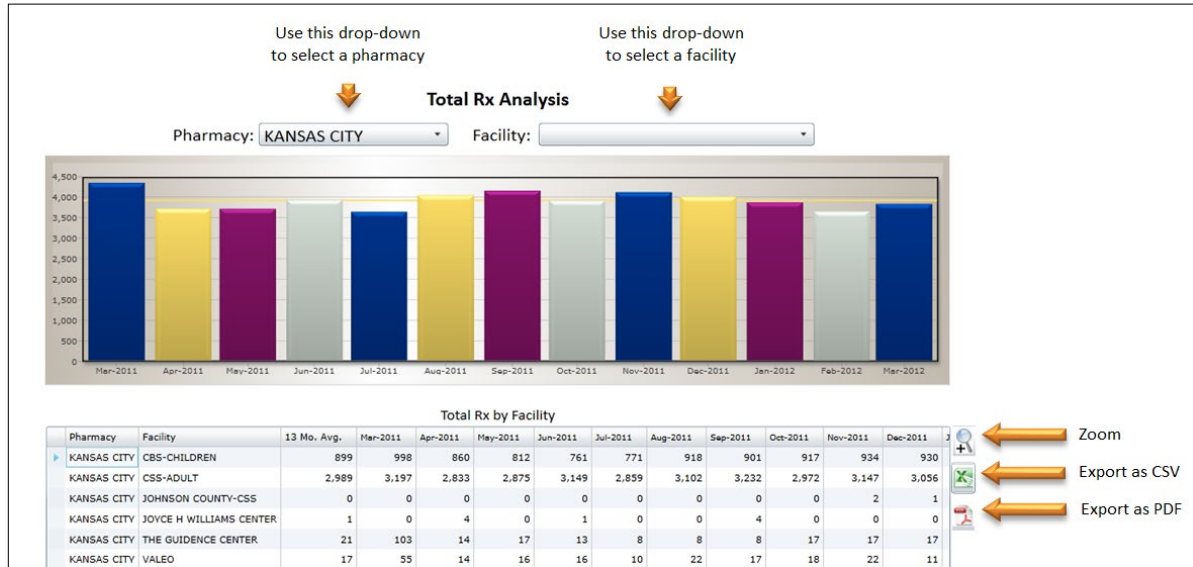
PAP/SAM Analysis: This report shows a breakdown of medications dispensed through the Consumer Assistance Program (PAP) or dispensed as Samples (SAM) for the Genoa Healthcare pharmacy.



Prescriber Analysis: The Prescriber Analysis report provides an overview of the number of consumers who had prescriptions written and dispensed at the Genoa Healthcare pharmacy by each prescriber at the center.



Total Rx Analysis: The Total Rx Analysis report indicates the number of prescriptions dispensed for consumers by month at the Genoa Healthcare pharmacy over a 13-month period.



Medication Possession Ratio: Medication possession ratio (MPR) is the ratio of how many days’ supply of a medication a consumer was given compared to the total number of days between fills of the medication. This report provides the capability to identify poorly compliant consumers and create action plans with the Genoa Healthcare pharmacy to improve adherence. Correlating national data for people diagnosed with schizophrenia shows increased risk of hospitalization with poor medication possession ratios. This data only includes information for consumers using the Genoa Healthcare pharmacy.

$$MPR = \text{Days' Supply Provided} / \text{Days Between Fills}$$

Medication Possession Ratio Report

Phar: **COON RAPIDS** Start Date: 4/11/2011 End Date: 4/12/2012 Run Report

Facility: ALL Meds: Atypica Exclude Auto Refills? Include PAP/SAM?

Client	Client Acct #	Prescriber	Pharmacy	Drug	Last Fill Date	Possession Ratio	Avg. Client Possession Ratio
WOTWV	41367	PRESCRIBER 1	COON RAPIDS	SEROQUEL 100MG TAB	03/19/2012	1.167	1.167
AWKNP	82601	PRESCRIBER 2	COON RAPIDS	SEROQUEL 100MG TAB	03/02/2012	1.000	1.167
AWKNP	82601	PRESCRIBER 3	COON RAPIDS	SEROQUEL XR 150MG TAB	04/05/2012	1.333	1.167
JVHPR	54358	PRESCRIBER 4	COON RAPIDS	SEROQUEL 100MG TAB	07/06/2011	0.435	0.435
NGRBO	38765	PRESCRIBER 5	COON RAPIDS	ABILIFY 15MG TAB	04/05/2012	1.085	1.054
NGRBO	38765	PRESCRIBER 6	COON RAPIDS	ABILIFY 30MG TAB	11/03/2011	1.022	1.054
DLKOM	01873	PRESCRIBER 7	COON RAPIDS	RISPERIDONE 2MG TAB	05/24/2011	1.071	1.051

Details

Client	Prescriber	Drug	Quantity	Days Supply	Fill Date	End Date	NDC	Cycle Flag
AWKNP	PRESCRIBER 1	SEROQUEL XR 150MG TAB	28	28	03/15/2012	04/12/2012	00310028160	P
AWKNP	PRESCRIBER 1	SEROQUEL XR 150MG TAB	28	28	04/05/2012	05/03/2012	00310028160	

Concomitant Atypical Antipsychotics: The Concomitant Atypical Antipsychotic report displays consumers' overlap in different atypical antipsychotic drugs prescribed to them over a specified period of time.

Concomitant Atypical Antipsychotic Report

Pharmacy: KANSAS CITY Start Date: 8/1/2012 End Date: 2/1/2013 Run Report

Facility: ALL Number of Concomitant Drugs: 2 Weeks of Concomitant Use: 12 Exclude Auto Refills? Include PAP/SAM?

Client	Prescriber	Drug	Concomitant Drug	No. of Concomitant
KFMWB	EKFWL	RISPERIDONE	QUETIAPINE FUMARATE	2
VKGIH	SBPDI	OLANZAPINE	ASENAPINE MALEATE	2
TMQOT	PYBRV	ARIPIPIRAZOLE	ZIPRASIDONE HCL	2
TLKJQ	OBVNB	CLOZAPINE	ARIPIPIRAZOLE	2
VFPWO	BBKAK	OLANZAPINE	QUETIAPINE FUMARATE	2
RLXAN	FETRW	OLANZAPINE	ZIPRASIDONE HCL	2
BVGWM	YCCVG	ARIPIPIRAZOLE	QUETIAPINE FUMARATE	2
MFGAH	JYHOK	ZIPRASIDONE HCL	QUETIAPINE FUMARATE	2

Gap: The Gap Report shows incidents of a gap between refills of medications for consumers using the Genoa Healthcare pharmacy.

Gap Report

Pharmacy: KANSAS CITY Start Date: 7/27/2011 End Date: 7/26/2012 Run Report

Facility: ALL Meds: Atypica Exclude Auto Refills?

Client	Client Acct #	Prescriber	Pharmacy	Drug	# of Gaps	Maximum Gap
AXGDK	27860	PREScriBER 1	KANSAS CITY	SEROQUEL XR 300MG TAB	4	75
NGJOQ	28061	PREScriBER 2	KANSAS CITY	SEROQUEL 300MG TAB	4	52
NGJOQ	28061	PREScriBER 3	KANSAS CITY	ZIPRASIDONE HCL 80MG CAP	6	52
LJWUC	03510	PREScriBER 4	KANSAS CITY	RISPERIDONE 4MG TAB	3	33
HMBBE	23814	PREScriBER 5	KANSAS CITY	CLOZARIL 100MG TAB	2	8
UPLPA	21781	PREScriBER 7	KANSAS CITY	SEROQUEL XR 300MG TAB	4	6
VGSSS	46233	PREScriBER 8	KANSAS CITY	SEROQUEL 100MG TAB	4	20

Details

Client	Prescriber	Drug	Quantity	Days Supply	Fill Date	End Date	Gap	Gap Y/N
AXGDK		SEROQUEL XR 300MG TAB	30	30	09/30/2011	10/30/2011	0	N
AXGDK		SEROQUEL XR 300MG TAB	30	30	10/25/2011	11/24/2011	0	N
AXGDK		SEROQUEL XR 300MG TAB	30	30	12/01/2011	12/31/2011	7	Y
AXGDK		SEROQUEL XR 300MG TAB	30	30	01/18/2012	02/17/2012	18	Y

Benzodiazepine: The Benzodiazepine Report displays a consumer usage of benzodiazepines over a user-defined period of time.

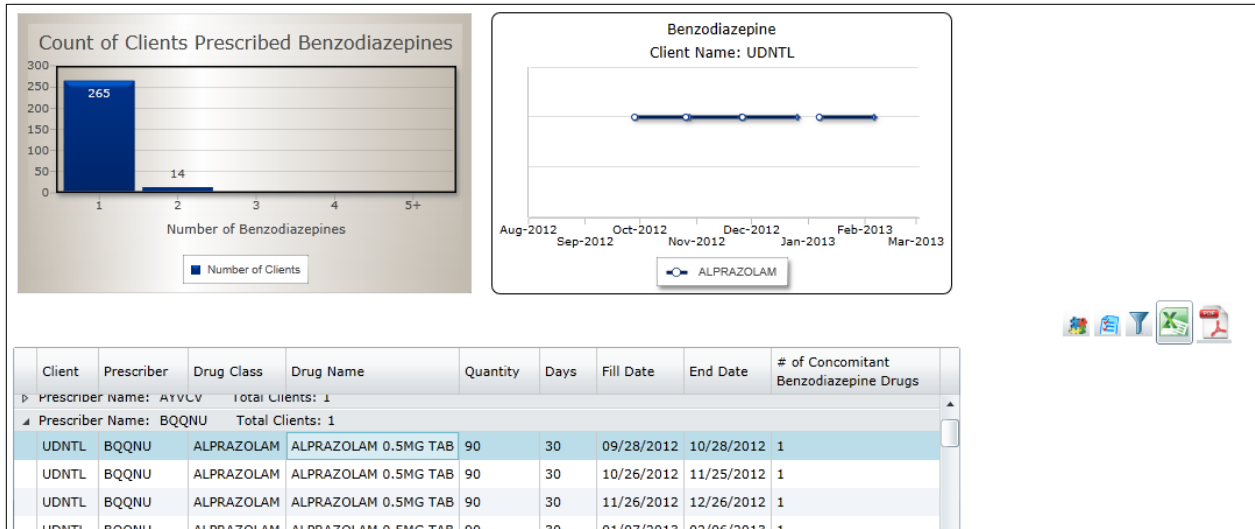


EXHIBIT C
Addendum to Vendor Responsibility Questionnaire
Genoa Healthcare LLC
Administrative Actions from Board of Pharmacy

ALABAMA

On November 15, 2022, Alabama Board of Pharmacy imposed a \$500 fine to Genoa in Dothan, AL related to an untimely change in PIC notification that did not meet the PIC Change Requirement timeline. The fine was paid on 12/2/2022. [Case No. 21-L-0322]

ARKANSAS

On March 11, 2024, Arkansas Board of pharmacy issued a \$2500 fine to Genoa Healthcare LLC in Springdale, AR related to a consent order stating that there was no record of licensed PIC at the AR20601 facility from 12/8/23-2/1/24. The AR Board must be notified within 10 days of the PIC change and 30 days of new PIC. This fine was paid and agreement signed on 4/5/2024. [2024-024]

IDAHO

On 11/18/2021, Idaho Board of Pharmacy issued a Stipulation and Consent Order, inclusive of a \$14,000 fine, to Genoa in Ontario, OR for failing to have a non-resident person in charge registered to practice in Idaho. Fine was paid on 3/11/2022. [BOP-21-057]

ILLINOIS

On May 11, 2022, Illinois Department of Financial and Professional Regulation issued a Non-Disciplinary Order, inclusive of a \$200 fine, to Genoa in Wheaton, IL related for an inspection violation. (12 return to stock bottles were found missing expiration date and/or lot number. 4 vials were expired past 1 year.) Fine was paid on 5/17/2022.

KENTUCKY

On July 20, 2021, a Genoa Healthcare LLC pharmacy in in Louisville, KY received and then signed an Agreed Order, provided a corrective action plan and paid a \$5000 fine related to a pharmacy technician allegedly assisting in the practice of pharmacy without pharmacist supervision, taking patient's medications and inappropriately using the pharmacy credit card. [Case No. 20-0090 A]

MAINE

On April 14, 2023, Maine Board of Pharmacy issued a complaint for PIC not completing the PIC Change timely. The PIC change application in ME must be submitted to the Board by registered mail no later than 7 days after a PIC change. On May 17, 2023 the Consent Agreement was received and a \$250 fine was paid. [Complaint No. 2022-PHA-18681]

NEW JERSEY

One June 5, 2024, The New Jersey State Board of Pharmacy issued a fine related to an inspection that resulted in three deficiencies: 1. Failed to include allergy information on one patient's profile. 2. Return to stock medication displayed a beyond-use date (BUD) of 6 months instead of the original BUD of one year from the date of dispensing. 3. Cardinal After Hours service agreement did not list all Genoa NJ pharmacy sites. The \$850.00 fine was paid on 6/25/2024. [Inspection 8-5542-23-727, License # 28RS00665000]

On December 5, 2023, New Jersey Attorney General's Office issued a \$124 fine (\$100 fine + \$24 costs) to Genoa in Hackensack, NJ for failure to pay the registration fee for the Kirby Lester pill

counter in a timely manner. The fine was paid on 12/15/2023, and preventive measures were instituted by Licensing.

On June 27, 2022, New Jersey Board of Pharmacy imposed an \$850 fine to Genoa in Lakewood, NJ, related to inspection deficiencies. Genoa paid the fine and submitted corrective actions to the BOP as required.[Re: Inspection #8-5853-21-1276]

OHIO

On October 16, 2023, the Ohio Board of Pharmacy issued a \$250 fine to Genoa Healthcare LLC in Youngstown, OH related to an employee performing duties as a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. This fine was paid on 10/31/2023. [Case No. A-2023-01-39]

On May 17, 2023, the Ohio Board of Pharmacy issued a \$250 fine to Genoa Healthcare LLC in Canton OH related to an employee performing duties as a pharmacy technician without obtaining and/or maintaining appropriate registration with the Board. This fine was paid on 7/12/2023. [Case No. A-2023-3322]

OREGON

On 11/27/2023, Oregon Occupational Safety and Health (OSHA) issued a \$210 citation to Genoa Healthcare LLC pharmacy in Beaverton, OR, for not performing a site safety committee meeting per OSHA requirements. [Inspection Number: 317734391]

VIRGINIA

On June 17, 2024, the Virginia Board of Pharmacy issued a \$2250 fine to Genoa in Alexandria, VA related to a routine inspection that resulted in two deficiencies: 1. No PIC in practice at the pharmacy location. 2. The alarm system does not include a feature to communicate any breaches to the PIC or a pharmacist working at the pharmacy. The \$2,250 fine was paid. [Permit number 0201004034; no other reference number]

On February 7, 2023, Virginia Board of Pharmacy imposed a \$250 fine to Genoa in Blacksburg, VA for failure to complete the monthly inventory/reconciliation. A consent was signed and the fine paid on 3/7/2023. [No document reference number]

On January 11, 2023, VA BOP imposed an \$1250 fine to Genoa in Petersburg, VA for not maintaining CII inventory properly and not having a PIC actively engaged in the practice of pharmacy on site. The fine was paid on 1/18/2023. [219778]

On May 26, 2022, Virginia Board of Pharmacy issued a \$1000 fine against Genoa in Farmville, VA for not submitting PIC application and documentation to Licensing Team in a timely manner. Fine was paid on 5/31/2022.

On May 11, 2022, VA Board of Pharmacy issued a \$250 fine against a Genoa facility in Fairfax, VA for failing to submit a remodel application and fee when motion sensors were replaced in the pharmacy. Fine was paid 5/24/2022. [Permit No. 0201004029]

On March 24, 2022, Virginia Board of Pharmacy imposed a \$250 fine on Genoa in Arlington, VA

related to modification of pharmacy motion sensors. Pharmacy failed to submit a remodel application and fee to the Board.

On February 14, 2022, Virginia Board of Pharmacy imposed a \$250 fine on Genoa in Hampton, VA related to a February 2022 inspection deficiency (Pharmacist not checking and documenting repackaging or bulk packaging). [No ref #]

On August 16, 2021, a Genoa Healthcare LLC pharmacy in Charlottesville, VA received and then paid a \$1250 fine to the Virginia Board of Pharmacy for not reporting a change in the PIC within the required timeframe and for not performing a C-II perpetual inventory in July 2021.

[END OF RFP RESPONSE]