



MILWAUKEE COUNTY

Milwaukee County Behavioral Health Division

Milwaukee County, Wisconsin

REQUEST FOR PROPOSAL

PHARMACY SERVICES FOR BEHAVIORAL HEALTH DIVISION

ISSUED OCTOBER 29, 2012

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I. BACKGROUND

1. COUNTY INFORMATION

Milwaukee County Behavioral Health Division (MCBHD) is soliciting a competitive Request for Proposal (RFP) to obtain pharmaceutical services for its acute inpatient and nursing home programs. The purpose of this RFP is to obtain a vendor willing to form a partnership with MCBHD and who will work with the medical and management leadership of MCBHD to provide managed, cost effective pharmacy services.

MCBHD provides care and treatment to emotionally ill, mentally ill, and/or developmentally disabled adults, children and adolescents on an inpatient, outpatient, and partial hospitalization basis. The services include intensive short-term treatment as well as extended care. Services are provided in facilities located at the Campus in Wauwatosa, Wisconsin and in Community Based Clinics in Milwaukee County.

Each year, MCBHD provides services to more than 20,000 persons including approximately 3,000 in its inpatient programs. Some of these patients are persons who are mentally ill; others are developmentally disabled or occasionally, neurologically impaired. They include patients from all age groups: children, adolescents, adults and the elderly. Additionally MCBHD plans on being accredited by The Joint Commission by end of the year 2013.

The Acute Inpatient Service consists of 108 acute adult psychiatric beds comprising four separate units, and two child and adolescent units with a total of 24 beds. In all, the acute service has 132 beds.

Licensed to operate 144 Acute beds (including CAIS), 68 beds in the Hilltop FDD, and 72 beds in the Rehab Central Nursing Home. We also have 16 Crisis Respite beds, though patients sometimes have their own medication supply upon Respite entry.

Currently Operating census caps:

- 43A (Intensive Treatment Unit) 16 beds
- 43B (Teaching Unit) 21 beds
- 43C (Womens' Treatment Unit) 21 beds
- 43D (General Unit) 21 beds

As part of a 2013 Budget initiative there are plans to close one 21-bed inpatient unit. The two remaining 21 bed units will increase in census to 24, which will result in a net loss of 15 inpatient adults beds over the course of 2013.

There are two rehabilitation center populations; Hilltop has 68 beds and Central has 72 beds. The patients at Hilltop (a facility for the developmentally disabled-FDD) are developmentally disabled/mentally ill, served in accordance with HSS134 of the Wisconsin Administrative Code. Rehabilitation Central is a skilled nursing home facility for the mentally ill served in accordance with HSS132 of the Wisconsin Administrative Code. Another 2013 budget initiative is a 24 bed reduction on the Hilltop Units over the course of the year.

The MCBHD operates a Psychiatric Crisis Service (a psychiatric emergency room)_at its facility located at 9499 Watertown Plank Road. As an adjunct to this service, the MCBHD operates a 24-hour observation unit consisting of up to 18 beds.

The MCBHD also provides outpatient pharmacy services for the Medical College of Wisconsin via the Inpatient Pharmacy when necessary to cover indigent patients being served in the Clinics.

ATTACHMENT A provides relevant volume statistics for the current pharmacy.

The Manager for this RFP is Jim Kubicek.

Address:

**Jim Kubicek, Deputy Administrator
Milwaukee County Behavior Health Division
9455 Watertown Plank Road
Wauwatosa, WI 53226
E-mail: Jim.Kubicek@milwcnty.com**

2. PROCESS

Proposers are expected to raise any questions they have concerning the RFP and appendices during this process. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer must immediately notify the RFP Manager of such error and request modification or clarification of the RFP.

Proposers must submit their questions via email before the Pre-proposal Meeting described above. The email must be received by the RFP Manager at: **Jim.Kubicek@milwcnty.com**

All questions must cite the appropriate RFP section number.

It is the intent of the County that these questions will be answered in draft form and posted on: **http://county.milwaukee.gov/DHHS_bids**. All vendors who send in a Notice of Intent to Respond form will receive an email with a copy of the draft questions and answers.

A pre-bid meeting will be held on **Friday 11/14/12 in room 1045 of the Psychiatric Hospital, 9455 Watertown Plank Road beginning at 1:30 p.m.** The pre-bid meeting shall be held so that bidders can examine the areas of work and access, in order to satisfy themselves regarding existing conditions. Questions submitted in writing prior to the meeting will be discussed at the meeting. Failure to attend or to be represented at this pre-bid meeting will not automatically disqualify your bid; however, no additional information will be provided by the MCBHD outside of the pre-bid meeting. Minutes of the prebid meeting will be available by request.

The final document with all of the questions and answers will be posted on Website: **http://county.milwaukee.gov/DHHS_bids** in the Contract Administration RFP section as soon as possible after the pre-proposal conference.

In the event that a vendor attempts to contact, orally or in writing, any employee or representative of Milwaukee County other than Jim Kubicek on any matter related to the proposal, the vendor may be disqualified.

If a vendor discovers an error (which includes ambiguity, mistake, conflict, discrepancy, omission or other deficiency) in this RFP which prejudices the vendor's ability to respond definitively to the proposal request, or which might prejudice satisfactory performance under a Contract containing the RFP provision(s) in question, the vendor must immediately notify Jim Kubicek at Jim.Kubicek@milwcnty.com in writing requesting modification or clarification of the proposal request.

No revisions to this proposal request may be made unless in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to Website:

<http://county.milwaukee.gov/Corrections22671.htm>

in the Contract Administration section.

Proposers must check the website for posted addenda; they are encouraged to check daily.

If, prior to the date fixed for the submission of bids/proposals, a Proposer fails to notify Purchaser of an error about which it knew or should have known, and if a Contract is awarded to the Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The provisions of the bid/proposal of the successful Proposer will become contractual obligations. Failure or refusal of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

Proposals submitted are considered public records and are subject to the provisions outlined in Section 19.34 (2) (a) of the Wisconsin Statutes.

3. REASONABLE ACCOMMODATIONS

The County will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities upon request. If the Proposer needs accommodations, please contact the RFP Manager.

4. ESTIMATED TIMETABLE FOR RFP

The key RFP dates are outlined in the table below titled "RFP Dates." In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed, it will do so by issuing an addendum to this RFP **which will be posted to Website at: http://county.milwaukee.gov/DHHS_bids**.

RFP Milestones	Proposed Completion Dates
RFP issue date	10/29/12
Questions to be addressed at Pre-proposal Meeting due	11/9/12
Pre-proposal Meeting	11/14/12, 1:30 p.m.
Written Q&A posted to website	11/16/12
Written Proposals due	12/07/12
Evaluation Period	12/10/12 – 12/21/12
Notice of Intent to Award Contract	12/28/12
County Board Approval	2/7/13
Contract Start Date	3/1/13

Note: Milwaukee County reserves the right to extend or modify this timetable.

An electronic proposal response is due by **4:30 PM CST on 12/07/12**. Proposals are to be sent to Jim Kubicek at dhhsca@milwcnty.com

In addition seven hard copies of proposal and related materials should also be sent to the following person, received by 4:30 PM CST on 12/07/12 at:

**Marcia P. Coggs Human Services Center
Attention: Dennis Buesing
Room 300
1220 West Vliet Street
Milwaukee, WI 53205**

5. LETTER OF INTENT

All Vendors are required to send a Letter of Intent to Bid (form include in the Appendix) stating their intention to bid. Proposals will not be accepted from vendors who have not submitted a Letter or Intent to Bid. Include with the Letter of Intent to Bid the firm's annual report and a current financial statement covering the last two fiscal years. An Authorization for Reference Check form supplied with this proposal shall also be completed and returned with the Letter of Intent to Bid.

As part of the Proposal evaluation process, County may contact those persons or firms that have been identified as potential references or having information concerning credit worthiness, work performance and capability to perform this contract. In addition, County may also contact other business associates or other parties that have knowledge of the firm.

II. RFP INFORMATION

Should clarification of the RFP or additional information be requested, such requests must be made by e-mail and received by 11:00 am CST on 11/9/12. No questions will be accepted after this date. Contact person is:

Mr. Jim Kubicek, Deputy Administrator
Milwaukee County Behavioral Health Division
9455 Watertown Plank Road, Room 1046
Milwaukee, Wisconsin 53226
E-mail: dhsca@milwcnty.com

1. COUNTY ADDENDA

If any addenda are issued to this RFP, the addenda will be posted on MC website <http://county.milwaukee.gov/Corrections22671.htm> However, it shall be the responsibility of each vendor, prior to submitting the proposal, to check the website for addenda and to make such addenda a part of the RFP response.

2. BIDDER COMMUNICATION

Bidders are prohibited from communicating directly with any employee of MC except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

MC shall not be responsible for verbal information given by any MC employee or other person other than duly authorized MC Staff. The issuance of a written response to questions and/or a written summary of the pre-proposal conference, if applicable, are the only official methods whereby interpretation, clarification or additional information will be communicated and authorized.

3. PROPOSAL FORMAT

Cover Letter: A cover letter submitted on the firm's letterhead and signed by an authorized official of the firm, certifying the accuracy of all information in the proposal and certifying the

price proposal will remain firm for 120 days from the date submitted. Said letter must contain the following certification: "The undersigned certifies and represents that all data, pricing, representations and other information, of any sort or type, contained in this response is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for the Milwaukee County Behavioral Health Division

Executive Summary: Submit an executive summary of the proposal, covering the main features and benefits that distinguish it, in non-technical terms. Do not exceed five pages and do not include and pricing information.

The vendor proposals must answer this RFP section by section or the proposal may be disqualified and rejected. The vendor must reply by section, and state in specific terms what services they will provide and their respective approach in addition to what services they will not be able to provide. The proposal should address each section in this RFP that deals with requirements, either legal or technical, and clearly state either "comply" or "not comply."

The proposal will describe in detail how implementation of the program plan will be accomplished. The proposal will answer how the Vendor will provide the services listed and reference by number the appropriate category and subtask.

Each company submitting a proposal must meet the minimum requirements for scope of services contained in the RFP. Failure to respond completely, or submission of alternatives without having first met the base requirements identified may result in disqualification of the proposal.

The vendor is admonished not to simply repeat the requirements of the RFP as the services to be provided. The proposal should be as concise as possible with minimal duplication of information.

Appendices and attachments to the base proposal should be separate and contribute significantly to the value of the proposal.

The proposal must demonstrate the vendor's understanding of the scope of work and capabilities to deliver the services described.

4. CHANGES TO THE RFP

The County reserves the right to amend or withdraw this RFP at any time without notice or penalty. If it becomes necessary to revise any part of this RFP, or if additional data are necessary for an exact interpretation of provisions of this RFP prior to the due date for Proposals, the RFP Manager will post addenda to the County website at:

<http://county.milwaukee.gov/Corrections22671.htm> If such addenda issuance is necessary, the County reserves the right to extend the due date and time of Proposals to accommodate such interpretations or additional data requirements. The County will send an email to a Proposer who is registered for the Pre-proposal Meeting informing the Proposer that a change has been made to the RFP. Vendors who download or pickup RFP after the Pre-Proposal Meeting or who did not register for the Pre-proposal Meeting will not receive this notification email. Therefore, the **County encourages all Proposers to access the RFP on the County website daily** to ensure that Proposer is kept up-to-date on any and all changes to the RFP.

5. EVALUATION PROCESS

Evaluation Committee - MC will establish an Evaluation/Selection Committee to evaluate proposals. The Evaluation Committee will assign points, total the points, rank the proposals and select the finalist in accordance with criteria noted in this RFP

Scope of Services/Technical Requirements will be evaluated separately from Price and the recommendations made independently.

MC reserves the right to require oral presentations and/or written questions/answers for further clarification of specific RFP responses.

MC will issue a Notice of Intent to Award. Non-finalists will be notified of their status by letter.

Notification will be given to the company selected to pursue to contract negotiations. Contract negotiations will be initiated with the highest ranked firm after ranking is combined for scope of services and price and then finalized by the Evaluation Committee and approved by appropriate MC authorities. Should MC be unable to come to terms with this firm, the next highest ranked firm will be contacted and negotiations begun with them should MC make the determination to continue forward.

MC may select a successful vendor on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.

<u>Evaluation Criteria</u>	<u>Points</u>
Financials	40
Professional Experience in like setting for those services being bid.	15
Quality of Proposal	10
Electronic Medical Records Interface / Netsmart IT Systems Management	10
Quality Assurance Plan Performance	10
References	5
Reporting	5
DBE Compliance	5
Total Maximum Score	100

Note: If a Vendor's financial condition is determined to be questionable MC reserves the right to disqualify the Vendor in question without further evaluation of the proposal.

6. RESERVATION OF RIGHT TO CHOOSE VENDOR

MC reserves the total, unrestricted and unilateral right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request resubmission. There is no obligation on the part of MC to award the contract to the lowest bidder, or to any vendor. MC reserves the right to award the contract to a responsible submitter providing a responsive proposal with a resulting agreement that is most advantageous and in the best interests of MC.

MC shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.

7. COUNTY RIGHT TO NEGOTIATE

MC reserves the right to negotiate the terms of the agreement as a result of this RFP and may negotiate a modification in any component of the scope of services or price identified in the original proposal with the goal of reducing costs to MC.

8. REJECTION OF PROPOSALS

MC reserves the right to reject any and/or all proposals or any part of each proposal; to waive any irregularity in any proposal and determine which firm, in its judgment, best meets MC's needs to receive an award after successful contract negotiations.

MC makes no assertion that any professional services will be purchased from any vendor as a result of this RFP.

9. MODIFICATION OF PROPOSAL

A Proposal is irrevocable until the Contract is awarded, unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the Proposal closing date and time.

To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the RFP Manager. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another at any time up to the closing date and time.

10. INCURRING COSTS

Neither Milwaukee County nor its Authorized Representatives are responsible for expenses incurred by a Proposer to develop and submit its Proposal. The Proposer is entirely responsible for any costs incurred during the RFP process, including site visits for discussions or negotiations of the Contract.

11. MANDATORY REQUEST FOR PROPOSAL REQUIREMENTS

These Requirements are for submitting a proposal to the County. The County reserves the right to add terms and conditions to the Contract as necessary.

This section contains Mandatory Requirements that the successful Proposer(s) are required to provide or agree to at NO extra charge. Proposers who cannot, or will not, meet all of these requirements will be disqualified on the grounds of noncompliance.

A. Certification of Independent Price Determination

By signing this bid/proposal, the Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

B. Deviations and Exceptions

Submission of a proposal by Proposer shall be deemed as certification of compliance with all terms and conditions outlined in the RFP unless clearly stated otherwise in the attached "Acknowledgment and Statement of Exceptions".

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the Proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/Proposers shall be held liable.

Re: Milwaukee County

I am an officer and/or have the authority to bind our company to any and all contractual agreements with the contract holder.

I have reviewed our response to the bid/proposal specifications and certify that it is an accurate representation of our organization, capabilities, and proposed services, **and is in agreement with the RFP requirements except as stated or referenced below** (or on the attached page).

Company Name

Signature

Date

Title

III. SCOPE OF WORK

To ensure high quality pharmacy services to the following populations within the behavioral health division:

Contractor(s) must provide acute and inpatient pharmacy management services for a 105-bed inpatient hospital serving patients with a mental illness diagnosis as well as a 24-hour psychiatric emergency room, 18 bed observation unit and Children's Court Center. Also included are outpatient services at the Behavioral Health Division's (MCBHD) n Access Clinic, which operates during normal business hours Monday through Friday. There are approximately 350 medication evaluations that occur monthly at the Clinic. Outpatient pharmacy services are also provided to a MCBHD run, 32 Patient, Day Hospital program and to a contracted outpatient provider that serves a maximum of 650 Patients per year. In addition, long-term care pharmacy services for 2 programs that are each 70 beds. These services must be supplied within the standard of care for pharmacy services in acute, outpatient and long term settings, and in compliance with all Joint Commission Standards as well as current applicable federal, state and local rules, regulations, ordinances, and licensure requirements under which hospital pharmacies must operate. The Community Support Programs pharmaceutical services for members that have insurance are at the discretion of the patient.

Proposals submitted for provision of prescription pharmaceuticals for MCBHD's clients currently served by MCBHD outpatient clinic providers will, among other details;

- 1) Explain how the service will be provided and coordinated with MCBHD's outpatient clinics.
- 2) Delineate pharmaceutical costs separate from operational costs; and
- 3) Explain how management of Patient Assistance Plans, PAP, could be provided and estimated cost of this service.

See **ATTACHMENT A** for information relating to outpatient pharmaceutical activity to assist in preparing a proposal for this enhanced service.

Option 1: Pharmacy Acute Care, Outpatient and LTC Services provided by MCBHD

Provide Acute, Long Term Care and Outpatient Pharmacy services utilizing MCBHD Inpatient Pharmacy facilities including MCBHD Inpatient Pharmacy IT Systems; maintain drug master and formulary file for patient billing. Also provide Inventory and Purchasing using Milwaukee County or State approved vendors and suppliers in a manner that maximizes cost savings opportunities. Provide necessary and adequate staffing approved by the hospital with appropriate licenses'.

Option 2: Acute Care Pharmacy and Outpatient Service Only by MCBHD Hospital

Provide Acute Care and Outpatient Services Only utilizing MCBHD Inpatient Pharmacy facilities and MCBHD Inpatient Pharmacy IT Systems; maintain drug master and formulary file for patient billing. Also provide Inventory and Purchasing using Milwaukee County or State approved vendors and suppliers. Provide necessary and adequate staffing approved by the hospital with appropriate licenses’.

Option 3: Acute Care Pharmacy and Outpatient Services by MCBHD Hospital and LTC Services at Off Site Pharmacy

Provide Acute Care and Long Term Care Services utilizing MCBHD Inpatient Pharmacy facilities for Acute Services utilizing MCBHD Pharmacy IT Systems, Maintain Pharmacy Inventory and Purchasing using Milwaukee County approved vendors, provide necessary and adequate staffing approved by the hospital with appropriate licenses’. Provide Long Term Care Pharmacy services outside of the hospital in a separate Closed Door Pharmacy, including billing third party payors utilizing vendor supplied or MCBHD Pharmacy IT Systems.

Option 4: Long Term Care Services Only by an Off Site Pharmacy

Provide Long Term Care Pharmacy services outside of the hospital in a separate Closed Door Pharmacy, including billing third party payors utilizing vendor supplied or MCBHD Pharmacy IT Systems.

Additional Requirements:

- To provide hospital pharmacy services in accordance with the State of Wisconsin statutes governing pharmacy practice, American Correctional Association (ACA) and the National Commission on Correctional Health Care (NCCHC).
- To maintain documentation of services required for operation under the State of Wisconsin Board of Pharmacy that is accurate, complete, thorough and comprehensive.
- To be licensed in accordance with the State of Wisconsin statutes, Board of Registration in Pharmacy, United States Department of Justice and the Drug Enforcement Agency. Proof of licensure must be submitted with the proposal. The Inpatient pharmacy licensure and DEA License is to be held by the Milwaukee County Behavioral Health Department Hospital and managed by contractor / vendor.
- All records will be maintained in a confidential manner in accordance with Wisconsin State Statutes 146.81 to 146.83 and any other applicable state or federal laws.
- The vendor will be committed to assisting in MC’s desire to reduce drug costs through utilization studies, clinical pharmacy services and complete monthly utilization reports.

IV. SCOPE OF SERVICES

1. MEDICATION AND DISPENSING REQUIREMENTS

Provide a 24-hour unit dose distribution system for all inpatients on acute and crisis service (7 units). All medications will be dispensed in unit dose packaging including liquid medications. Liquid medication must be packaged in oral syringes or vial containers. For Long Term Care units a unit dose or monthly bubble pack method of distribution is acceptable. Long Term Care services can be delivered from either the Inpatient Pharmacy or from a Closed Door Pharmacy off site facility if vendor desires. LTC billing will bill direct to third party payors with assistance from hospital for prior authorizations. Revenue received from third party payors will be considered payment in full. Long Term Care Pharmacy services may be included in the cost for services if provided in house or separated if provided outside of the MCBHD hospital in house pharmacy.

Must be able to fill patient Leave of Absence medications as a separate prescription for length of absence. Must also supply discharge medications per physician prescriptions.

Must provide and maintain two contingency supply locations (Rehab and PCS) with medications determined by the Pharmacy and Therapeutics Committee. The PCS contingency supply is currently a Pyxis (ADS) dispenser. Vendor's computer system must interface with the hospitals Automated Dispensing system (ADS) and maintain ADS with supplies as determined necessary and approved by the Pharmacy and Therapeutics Committee. Vendor will maintain the Automated Dispensing Systems control module including security and assignment of user controls.

Maintain a system of limited PRN medications throughout the facility to serve as a source for STAT medications when pharmacy is closed. MCBHD's computer system must interface with Automated Dispensing System currently Pyxis system.

Inpatient pharmacy management must maintain the hospitals Pharmacy IT system including implementation and billing for inpatient medications, outpatient and/or LTC patients, electronic Medication Administration records and automated order entry.

Vendor may submit alternative ADS options for MCBHD. Alternative methods must be specific with all cost articulated, including all set up and maintenance fees associated with system.

Vendor to supply a timely system of communication between the pharmacy and inpatient units, e.g. fax machine and/or automated order entry system.

Must provide and/or participate in a clozapine monitoring system including providing monthly tracking sheets to units and logging of all necessary WBC results on a master list with monthly reports to the Pharmacy and Therapeutics Committee.

Vendor will also collaborate with the Infection Control Nurse in the ordering of annual flu vaccine for rehabilitation unit patients, tuberculin skin testing materials as needed and provide a daily print out or copy of all antibiotic orders to include the following:

- Patient name
- Admission
- Birth date
- Name of prescribing physician
- Patient unit number
- Patient unit number

Vendor must also provide system for storage of medications brought into hospital by patients and for disposal of such medications upon prescribing practitioner order.

Vendor will supply all equipment required for medication preparation, storage and dispensing and maintain and update when obsolete, unrepairable or inadequate at no additional charge. Vendor will supply as necessary packaging and shipping supplies, including outpatient mail order supplies and shipping charges.

Vendor will supply current and up-to-date patient education materials with new medication orders and at discharge for all medications prescribed in all languages relevant to the populations serviced.

Vendor will provide various data requested for the purpose of quality reviews and improvement plans.

2. LOCATION OR HOURS OF OPERATION

Vendor must provide pharmacy services from the existing on-site pharmacy at a minimum: Monday – Friday 6:30 AM - 8:00 PM and Weekends and Holidays 6:30 AM – 4:00 PM.

Vendor must also provide a cost breakdown for a possible expansion of service hours on a per hour basis.

Vendor must provide pharmacy consultation and emergency delivery service must be available 24-hours/seven days a week for inpatient units. Emergency medications will be delivered within 4 hours of the request or made available via remote order entry with access to Automated Dispensing System.

Use of the on-site pharmacy for provision of other contracts is negotiable.

3. FORMULARY AND DRUG UR MANAGEMENT

Formulary will be determined by the hospitals Pharmacy and Therapeutics Committee with additions and deletions as determined. Current formulary is not restricted but will include preferred medications based on cost, however vendor must be able to switch to and administer a restricted formulary should this approach be deemed necessary at any point during the contract.

Contractor must be able to work with the Medical Director to determine approaches and administrative oversight needed to ensure the most cost-effective utilization of medications. Vendor must be able to supply Medical Director with monthly reports detailing medication expenditures by class, provider, patient and diagnostic class. This includes working with developing and participating in cost reduction and prescribing quality improvement strategies. The vendor must also prepare an updated list of psychotropic medications cost per month by class and particular agent. The vendor must also supply by month and year to date report of Pharmacy expenditures for medications.

Pharmacist or designee must be a participating member of the monthly Pharmacy and Therapeutics Committee and give a report of adverse drug interactions, drug error report and provide UR data for each meeting of the Committee.

Pharmacy must dispense the generic equivalent or approved therapeutic exchange of any drug ordered unless specified otherwise by prescribing practitioner along with a written rationale for such decision.

4. EMERGENCY MEDICATIONS

Lead pharmacist or designee will be a member of the Joint Practice Committee for the purpose of reviewing the emergency medication (Code 4) system. Vendor will maintain Emergency Code 4 kits with medications determined by Joint Practice Committee. The Vendor will check emergency medications on a monthly basis and after each medical emergency (CODE 4) to replace any used medications, check for expiration dates and maintain a log of such.

5. MEDICATION ADMINISTRATION RECORD

Must provide **daily** and **on demand** automated MAR's for Acute Adult and Child/Adolescent Services, and **monthly** and **on demand** MAR's for Hilltop and Rehab units.

- Include both generic and brand names of medications on MAR and include patient allergies on each page.
- Inclusion of non-drug orders on MAR for Hilltop (Nursing Home Unit) and Rehabilitation Units.

Vendor to alert nurse and /or prescriber of any drug/drug and drug/nutrient interactions.

6. CONSULTING SERVICE

Vendor must provide consulting services. Services to include but not limited the following:

I. RESPONSIBILITIES

The Consultant Pharmacist for LTC and / or Director of Inpatient Pharmacy has functions and tasks associated with his or her roles.

A. The Consultant Pharmacist is responsible to the facility administrator to:

1. Provide consultation on all aspects of the provision of pharmacy services in the facility;
2. Coordinate pharmaceutical services if and when multiple pharmaceutical services;
providers are utilized (e.g. pharmacy, infusion, prescription drug plans, hospice)
3. Review the drug regimen of each resident in the facility at least monthly;
4. Report any drug regimen irregularities to the attending physician and director of nursing;
5. Establish a system of records of receipt and disposition of all controlled drugs in sufficient detail to enable an accurate reconciliation;
6. Determine that drug records are in order and that an account of all controlled drugs is maintained and periodically reconciled.

B. The Consultant Pharmacist and / or Director of Inpatient Pharmacy assists the facility in developing and implementing policies and procedures that address:

1. The provision of routine and emergency medications to its residents in a timely manner;

[NOTE: a medication means drugs and biologicals]

2. Prescribing of medications, and receiving and interpreting prescriber's orders;

3. Acquiring, receiving, storing, controlling, reconciling, packaging and labeling of medications;

4. Compounding (including sterile products such as intravenous antibiotics) and dispensing of medications;

5. Distributing and administering of medications;

6. Disposing of all medications and chemicals (e.g. hydrogen peroxide, povidone iodine);

7. Accountability of controlled drugs;

8. Monitoring responses to medications and communication of this information to the multidisciplinary team;

9. Prevention, identification and reporting of medication errors and adverse drug reactions;

10. Other pertinent issues related to pharmacy services and medication use in the facility.

C. The Consultant Pharmacist and/ or the Director of Inpatient Pharmacy collaborates with the facility Medical Director to:

1. Educate attending physicians and direct care staff about risks and benefits of medication use, proper processes for making decisions about the need for medications and how symptoms and condition changes in specific residents may relate to the benefits and adverse consequences of medications;

2. Promote a proper care process in the nursing facility because of the importance of adequately detailed and accurate information in helping correctly identify causes and symptoms and avoid unnecessary medications;

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3. Reconcile cost and clinical considerations in relation to medication utilization and to promote a more efficient and clinically conscious approach to documentation required for drug authorization and exceptions;
 4. Address issues and concerns regarding medication utilization, consultative recommendations, and physician responses to those recommendations.

D. The Consultant Pharmacist and / or the Director of Inpatient Pharmacy participates actively in the facility's quality improvement process.

Such participation includes:

- 1) Regular attendance at, and reporting to, the facility's quality improvement committee meetings;
- 2) Routine participation in ongoing facility efforts to improve the overall quality of medication use, including facility efforts to identify, report and evaluate medication errors and adverse drug reactions;
- 3) Evaluating and reporting on patterns of use of antibiotics and supporting facility systems to prevent and manage infections, particularly with regard to multidrug-resistant organisms;
- 4) Evaluating and reporting on overall patterns of medication use, including psychotropic medications, and the potential contribution of medication use to overall facility quality of care issues, including such areas as falls, urinary incontinence, etc.

E. The Consultant Pharmacist and / or the Director of Inpatient Pharmacy performs other essential duties related to clinical care of residents including:

- 1) Helping facility staff to prepare for, review, and respond to federal and state surveys and inspections;
- 2) Assisting in development and implementation of protocols for safe and effective use of medications or therapies with high potential for toxicity or adverse effects (e.g. warfarin);
- 3) Assisting in development and implementation of clinical practice guidelines for facility residents (e.g. heart failure, pressure sores);
- 4) Assisting in development and implementation of protocols for safe and effective transitions of care (e.g. between nursing facility and hospital or emergency room), especially in regard to medication orders;
- 5) Participating, as appropriate, in facility committee projects and meetings concerning clinical care and quality improvement that require pharmacist input;
- 6) Regularly monitoring facility compliance with policies, procedures, protocols, and guidelines relating to medication use in the facility.

7. RETURN POLICY

Vendor will stipulate how it will handle return medications and ensure cancellation of any charges to the county and patient for unused returned medications.

8. ENHANCED SERVICES

The specifications listed below would be in addition to the bid for basic services listed above. Vendors are invited to propose the cost for providing the following services.

- Automated medication dispenser on each unit as opposed to a medication cart.
 - 6 long term care units
 - 5 acute care units (4 adult, 1 child)
 - 1 Observation Unit
 - 1 Psychiatric Emergency Room
- Bubble pack meds on discharge for selected patients.
- Provision of oxygen and respiratory therapist services related to oxygen use.
- Indicate whether the addition of some or all of these enhanced service to the base contract would affect the quoted cost of pharmaceuticals in the base contract and if so, by how much.

Vendor who is not awarded the base services contract described in Section II of this RFP will not receive a contract for this enhanced service. Submission or non-submission of a proposal for this enhanced service will have no impact on MCBHD's consideration of the base service contract award. MCBHD reserves the right to its sole discretion to consider, accept, not consider or reject for any reason or no reason any proposal submitted for this enhanced service.

9. MEDICATIONS MANAGEMENT PERFORMANCE

The Vendor awarded the contract will be subject to an annual review of execution of services based on the overall performance of the vendors compliance to the contract and judged on the vendors adherence to the scope of work as outlined in the RFP.

Those areas reviewed will include:

Regulatory Compliance:

Compliance to The Joint Commission Standards, National Patient Safety Goals and all Federal and State Regulations: pertaining to Laws and Rules in the Federal Regulations and State of Wisconsin. The Controlled Substance Compliance to DEA Regulations and State Regulations will be reviewed along with the best practices and standards as outlined in The Joint Commission Standards and National Patient Safety Goals, updated yearly by TJC.

Financial and Purchasing:

Financial performance of the pharmacy services provider(s) will be reviewed based on data and statistics comparing year over year data as outlined in Section VIII or in the contract. Emphasis will be made to the purchasing and acquisition of medications using cost and utilization of high cost medications for opportunities to implement cost saving programs and utilizing GPO pricing or Prime Vendor Programs. Vendor will be required to maintain pricing updates, NDC numbers and drug file maintenance in support of hospitals IT billing systems.

Medication Storage:

Vendor's medication storage requirements include dispensing and storage of medications in all patient care areas within the facility, and monitoring of those areas for compliance to the hospitals Policies and Procedures. Medication storage area inspections, audits and process improvement should be reported to Quality and the appropriate Medical Staff Committees as determined by the hospitals policy and procedures.

Pharmacy Dispensing:

Vendors are required manage and maintain the hospital's Pharmacy IT Systems with patient medications profiles and supporting information, including drug-drug, drug-food, duplicate therapy, allergy, height, weight, laboratory and interaction updates. Medication dispensing will require unit-dose packaging and monitoring of storage requirements including repacking equipment and inventory control measures.

Pharmacy Management and Staffing:

Contracted services provider(s) will be required to maintain pharmacy management and staff in accordance to the workload requirements that is mutually agreeable with the hospitals administration and approval. Adequate staffing should meet current standards and practices as necessary to provide dispensing and clinical support to the patient populations served by MCBHD. The staffing must also meet all Wisconsin State Board of Pharmacy requirements for pharmacists and technicians, with respect to licensure and continued education requirements.

Clinical Programs:

Contracted services provider(s) clinical programs should address and monitor patient outcomes specific to patient populations served, including psychotropic drug monitoring and utilization review of high cost, high alert medications at MCBHD. Programs should be approved annually by the Pharmacy and Therapeutics Committee, which should also include Therapeutic

Interchange, Interventions, ADR's and Medication Error Tracking, along with Medication Use Evaluations, High Risk Protocols and Food and Drug Interactions. Other clinical programs as might be determined appropriate for patients' safety and drug regime compliance in association with the MCBHD medical team.

Performance Improvement Activities:

Provider(s) will be assessed based on a developed Performance Improvement Quality Assurance Plan submitted and approved annually by provider that includes Medication Use Process evaluation of prescribing, documenting, dispensing, administering and monitoring aspects of care. The plan requires appropriate indicators, criteria and reasonable thresholds for monitoring and documenting performance. The plan should address Medication Safety, High-Risk High Alert Medications, Look-alike/sound alike Identification, Prospective Order Review, Interventions, Order processes and approved abbreviations as sample indicators. The PI Plan should integrate with those approved and implemented at MCBHD and report to the Quality Assurance Program as part of a participating multidisciplinary team approach. The PI Plan is to be approved annually by the Quality Services Administrator and Pharmacy and Therapeutics Committee.

Human Resources:

Contract services provider(s) are responsible for the pharmacy staff human resources component that requires personnel files for employees that meets the requirements of The Joint Commission Standards and any state and federal regulations concerning personnel. These should include Pharmacy Orientations and Training, Criteria-based Job Descriptions, Annual Performance Evaluations and Review, Competency Testing and Documentation, Continued Education documentation and completion of Hospital required competencies as well as those policy requirements outlined in Section V.

Pharmacy Automation

Provider(s) performance on operating, maintaining and updating pharmacy automation will be reviewed annually. The provider shall develop, review and revise any policies and procedures as they pertain to automated dispensing systems or other pharmacy based automation and IT Systems. Provider(s) services will manage all aspects of Pharmacy Automation and make recommendations to the facility for optimizing the use of automated equipment used for the preparation and dispensing of medications, Integration and Interface requirements specific to automated equipment shall be the responsibility of the provider(s) unless otherwise negotiated.

V. MCBHD POLICY REQUIREMENTS

A. The successful bidder shall comply with all policies relative to:

1. Infection Control

- The successful bidder shall ensure that employees working at the MCBHD have demonstrated evidence of freedom from communicable disease.
- The successful bidder shall ensure that employees working at the MCBHD have exhibited immunity to Rubella and receive annual TB testing.
- The successful bidder shall ensure that employees working at the MCBHD practice infection control procedures, such as hand washing, universal blood and body fluid precautions, and the cleaning/disinfection of patient care equipment.
- The successful bidder shall provide copies of policies and procedures addressing infection control procedures relating to employee infection control practices, Rubella and requirements for annual TB testing.
- Vendor must provide annual statement of compliance and be able to provide proof of annual testing within 24 hours of request.

2. Caregiver Misconduct (**Policy Posted Separately**)

3. Patient Rights (**Policy Posted Separately**)

4. Patient/Staff Relationships (**Policy Posted Separately**)

5. Client Confidentiality (**Policy Posted Separately**)

6. Blood borne Pathogens

The successful bidder is required to have a written Exposure Control Plan in compliance with Occupational Safety and Health Administration (OSHA) Regulation 29 CFR 1910.1030, State of Wisconsin Statute 101.055, and the U.S. Public Health Service. All contract employees are to comply with the plan and any MCBHD policies as required.

7. Hazard Communication Program

The successful bidder is required to have a written Hazard Communication Program in compliance with Occupational Safety and Health Administration (OSHA) Regulation 20 CFR 1910.1200 Hazard Communication Standard. All contract employees are to comply with the plan and any MCBHD policies as required.

Contract, direct service employees, must sign documentation to attest to the fact that they understand and will abide by these policies.

Proof of this documentation must be produced within 24 hours of request.

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- B. Non-collusion affidavit (**Cover Sheet for Proposal**) is to be executed and returned as part of proposal submission.
- C. Responses shall include the names of the enterprises that will be accessed to comply with Section XI, Part 11, "DBE Participation" of this RFP. Form DBD-002PS is to be executed and returned with proposal submissions.
- D. The successful bidder must comply with the requirements of the implementing regulations at 45 Code of Federal Regulations Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Proposal responses shall specify the number of onsite FTE's per shift by classification.

VI. CONTRACT TERM / DURATION

Initial Duration/Renewal Options/Extension – The period of performance contracted will be for a period of 3 yrs from **January 1, 2013** to **December 31, 2015**. There will be an option for three one-year renewals after the termination date of the initial agreement. Such renewal shall be made by a mutual agreement and be on the same terms and conditions as the initial contract.

VII. PRICING TERMS

It is expected that the Contractor bidding for Long Term Services Options will bill the appropriate third-party payor (Medicaid, Medicare, Insurance, HMOs, etc...) directly for all medications provided. Contractor must accept assignment for payment from third party payors as payment in full.

Contractor is requested to provide the MCBHD with separate proposal responses to include separate quotes, for the Scope of Work Options with fees for service and operation cost associated with each Option being bid .

The successful bidder will provide MCBHD with detailed monthly invoices, for service fees and for operational cost in addition to pharmaceuticals if they are billed for LTC

MCBHD will require the following fee structure for any pharmaceuticals for those patients who do not have insurance, for those with exhausted medication coverage from third party payors, and those patients receiving medications included in the daily rate.

- Contractor is expected to provide a guaranteed Average Wholesale Price (AWP) discount for Brand and Generic Medications.

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- Contractor is expected to provide a minimum guaranteed dispensing fee per prescription.
 - Contractor is expected to provide a minimum guaranteed rebate for each brand medication.

VENDORS MAY ALSO INCLUDE ALTERNATE PRICING SCHEMES. IF ALTERNATE SCHEMES ARE PROPOSED, THE VENDOR MUST STIPULATE IN DETAIL INCLUDING AWP DISCOUNTS FOR BRANDS AND GENERICS, HOW THE PRICING WILL BE DONE AND HOW MCBHD MANAGEMENT STAFF WILL BE ABLE TO VERIFY CHARGES. AS MANY ALTERNATIVE PROPOSALS MAY BE SUBMITTED AS THE VENDOR DESIRES. MCBHD MAY, OR MAY NOT, AT ITS OWN ELECTION SELECT AN ALTERNATIVE-PRICING SCHEME.

VIII. STATISTICAL REPORTING

The following reports must be supplied to MCBHD each month and annually separated out by the following groups and in aggregate:

1. Acute inpatient services
2. Hilltop facility
3. Psychiatric Hospitals
4. Emergency Room
5. Nursing Home
6. Intermediate Care Facility
7. Outpatient Facility
 - TOTAL ORDERS FILLED IN THE PRIOR MONTH (NEW, REFILLS, TOTAL)
 - TOTAL AVERAGE WHOLESALE PRICE FOR BRANDS AND GENERICS
 - TOTAL NUMBER OF DOSES DISPENSED FOR BRANDS AND GENERICS
 - TOTAL COST FOR BRANDS, FORMULARY BRANDS AND GENERICS
 - PATIENT DEMOGRAPHICS (IE. AGE, GENDER)
 - NUMBER OF PRESCRIPTIONS PER PATIENT BY GENDER
 - PER PATIENT PER MONTH COST
 - AMOUNT OF REBATE EARNED PER MONTH
 - PRESCRIBER PROFILE FOR EACH PRESCRIBER (IE. NUMBER OF PRESCRIPTIONS, GENERIC PERCENTAGE, BRAND PERCENTAGE

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- UTILIZATION BY THERAPEUTIC CLASS
 - PERCENTAGE OF TOTAL ORDERS FOR EACH PRESCRIBER BY THERAPEUTIC CLASS OF DRUG
 - BREAKDOWN OF TOTAL DRUG COST BY CLASS
 - TOP TEN PSYCHOTROPIC DRUGS BY COST
 - TOP TEN NON-PSYCHOTROPIC DRUGS BY COST
 - TOP OTC MEDICATIONS BY COST
 - SUMMARY REPORT OF ALL CLAIMS ACTIVITY INCLUDING RECOUPMENTS TO ALL PAYER SOURCES INCLUDING MILWAUKEE COUNTY.
 - TOTAL SAVINGS REALIZED FROM DRUG UTILIZATION REVIEW PROGRAMS
 - STATUS OF ELIGIBILITY UPLOADS

Please provide proposed sample reporting templates as required above.

IX. TRANSITION PLAN

The vendor must identify which of its employees will be in charge of the transition to its services. Vendors must stipulate how they will train prescribers, nursing and other staff on its policies and procedures.

Vendor must submit an Implementation Plan that outlines the steps and timelines expected for the transition of the contract to the vendor and those who are responsible for the transition steps and plan of action. The Implementation shall be at no additional cost to the contract. And shall be of sufficient time for all employees to successfully operate the vendors system.

X. RFP REQUIREMENTS

1. Vendor must have ability to administer 340B pricing for eligible patient populations.

XI. BIDDER PARTICIPANT REQUIREMENTS

1. VENDOR QUALIFICATIONS

For any vendor to qualify to submit a proposal in response to this RFP, the company must be able to demonstrate that it has been in existence, in its current form and with the same name (if not, then provide acquisition information with details such as date, prior organizational name, etc.), for a period of five consecutive years.

2. CORPORATE STABILITY AND FINANCIAL STRENGTH/DEPTH

MCBHD will evaluate proposals on the basis of the vendor's financial stability and the vendor's capacity to undertake and sufficiently support the project.

Each proposal must include a copy of the most recent independent financial audit and accompanying financial statements of the vendor to establish sound financial condition and sufficient backing for depth of support to a contract of this size and complexity with multiple locations. If financial issues exist for the corporation, whether publicly traded or privately held, they must be clearly identified and a plan of corrective action submitted as well to demonstrate appropriate initiatives to address the financial concerns.

An unsatisfactory ranking with regard to financial issues may be grounds for MCBHD to reject the proposal and eliminate it from further consideration.

3. ORGANIZATIONAL STRUCTURE OF VENDOR

The company is required to provide an overview of the firm's size, corporate staffing organizational structure and format, including a detailed explanation of services presently provided by the firm and related core competencies.

The Vendor must also indicate the specific firm strengths that are most compatible with the objectives of the Vendor.

an organizational chart must be submitted. The document is to include position titles and names, with the reporting structure clearly identified.

4. RESUME INFORMATION

Include a resume on all senior management staff within the corporation, minimally including the President and Chief Executive Officer, Chief Operating Officer, Chief Financial Officer and Chief Medical Officer or Medical Director.

Each resume should include information relating to their role with the firm, education, number of years with the company, related work experience, professional association memberships and all state licenses and registrations held by such personnel.

5. EXPERIENCE, CLIENT LIST AND REFERENCES

Geographic Scope – The vendor must identify the geographic scope of the firm, whether local, within Wisconsin, regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight. Vendor must provide details regarding off-site (from MCBHDJ and HOC) resources dedicated to this contract and indicate percentage of time committed exclusively to this project.

Client List - Each responder must submit a detailed list of clients for the last five years. The client list must include both current and former contracts the status of the contract (either current, active or expired) and include appropriate contact person names and title, agency (city, county, state, federal, etc.), type of facility, location with address and telephone number as well as facsimile number and e-mail address (if in existence). Locations must be included where services were provided even if no executed agreement was ever reached.

References - Each submission must include a list of five (5) client references from jail or correctional facilities where Vendor provides Pharmacy service, identified by the company with the information listed immediately above. Indicate the size of the facility in terms of number of beds, inmates, and average yearly census. A form is included within this RFP for this specific purpose and must be submitted with the proposal. This information must be provided or the submission may be disqualified.

6. LITIGATION AND CLAIMS HISTORY AND EXPERIENCE

Each company must submit a listing of all legal claims closed and pending relating to inmate health services, problems or disputes over the firm's performance on contracts or projects held during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, malpractice, civil rights – individual versus class action, etc.

Cases should be separated by type of litigation, i.e. state tort malpractice, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform.

Firms must provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to the prime vendor.

Vendors are required to disclose any action taken by any Board of Pharmacy or other regulatory in the past five (5) years. If action has been taken, vendor is required to state the reason(s) for action(s), include a copy of the sanctions imposed by the Board or other regulatory agency and a copy of the notice from the Board or other regulatory body that the sanctions were removed from the license

7. PROPRIETARY INFORMATION

Any restrictions on the use of data contained within a request must be clearly stated in the bid/Proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of Milwaukee County.

Any material submitted by the Proposer in response to this request that the Proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wisconsin Statutes, or material which can be kept confidential under the Wisconsin public records law, must be identified on a "Designation of Confidential and Proprietary Information" notification itemized on Proposer's letterhead, signed, and attached to the Proposal. Bid/Proposal prices cannot be held confidential.

8. VENDOR CONTACT – PROPOSAL AND CONTRACT

Each company must designate one central contact person for the duration of the proposal process and term of the contract. It is expected that the central contact person will remain intact throughout the proposal and evaluation process including contract negotiation and then overlap with the contact identified for implementation and operation of the contract.

MCBHD must approve any substitution of this individual during the duration of this contract. The replacement must have credentials similar to the person s/he is replacing and MCBHD will be the sole judge of the adequacy of the replacement.

The contact person identified by the company must be available via pager and/or cellular phone during regular business hours with the exception of benefit time during which a designee will be named responsible. At the initiation of the contract, the

contact person/Health Service Administrator must be available around the clock by pager or cell phone on an ongoing basis

9. SAFETY REQUIREMENTS

All materials, equipment, and supplies provided to Milwaukee County shall comply fully with all safety requirements as set forth by Milwaukee County, State of Wisconsin Administrative Code and all applicable OSHA Standards.

10. INSURANCE REQUIREMENTS

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability (**which includes board, staff, and volunteers**), Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits as described in the Agreement is required for all agency/Contractor vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Contractor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Contractor.

If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below. Treatment providers including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

Type of Coverage	Minimum Limits
<u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory
<u>Employers' Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General Liability</u> Bodily Injury & Property Damage	\$1,000,000 – Per Occurrence

Incl. Personal Injury, Fire, Legal
Contractual & Products/Completed
Operations \$1,000,000 – General Aggregate

Automobile Liability

Bodily Injury & Property Damage \$1,000,000 Per Accident
All Autos – Owned, Non-Owned
and/or Hired

Uninsured Motorists Per Wisconsin Requirements

Professional Liability

To include Certified/Licensed Mental
Health and AODA Clinics & Providers \$1,000,000 Per Occurrence
And Hospital, Licensed Physician or
any \$3,000,000 Annual Aggregate
Other qualified healthcare provider
under Sect 655 Wisconsin Patient
Compensation Fund Statute As required by State Statute

Any non-qualified Provider under \$1,000,000 Per Occurrence/Claim
Sec 655 Wisconsin Patient \$3,000,000 Annual Aggregate
Compensation Fund Statute State
Of Wisconsin (indicate if Claims
Made or Occurrence)

Other Licensed Professionals \$1,000,000 Per Occurrence
\$2,000,000 Annual Aggregate, or
Statutory limits whichever is higher

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

The Milwaukee County Department of Administrative Services (DAS), as its interests may appear, shall be named as, and receive copies of, an “additional insured” endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County DAS must be afforded a thirty day (30) written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by county for the duration of this agreement.

Exceptions of compliance with “additional insured” endorsement are:

1. Transport companies insured through the State “Assigned Risk Business” (ARB).
2. Professional Liability where additional insured are not allowed.

Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with Milwaukee County DAS named as the

“Certificate Holder”) shall be submitted for review and approval by County throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is the Contractor’s responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

If Contractor’s insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage* is Claims-Made and indicate the Retroactive Date, Contractor shall maintain coverage for the duration of this agreement and for six (6) years following the completion of this agreement.

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the Contractor.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

All Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated “A” per Best’s Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under the Contract.

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 N. 9th St.
Milwaukee, WI 53233

11. DBE PARTICIPATION

In compliance with Milwaukee County Ordinance 56.17 regarding non-discrimination, equal employment opportunity and affirmative action program provisions, please complete and submit the Year 2013 Equal Employment Opportunity Certificate for Milwaukee County Contracts” and the Year 2013 Equal Opportunity Policy forms that are included in Section 6, Forms.

Milwaukee County has a set goal of **17% participation** of Disadvantaged Business Enterprises (DBEs) in all Profession Service contracts. Applicable Milwaukee County DBE forms included in Section VI must be completed, signed, and submitted with each proposal. For more information, contact the Community Business Development Partners office at 414 278-5248.

PLEASE NOTE: If you are certified as a DBE vendor, subcontracting with a DBE is not a requirement. Please include a copy of your certification with your application.

XII. TERMS AND CONDITIONS

1. APPLICABLE LAW

All applicable laws and regulations of the federal government, the State of Wisconsin, and ordinances, codes and regulations of MC, Wisconsin, and any other lawful entity having proper jurisdiction, will apply to any resulting agreement and the work and services to be performed.

2. DRUG-FREE WORKPLACE

The vendor must describe corporate policy regarding pre-employment drug testing and regarding maintaining a drug-free work environment.

All vendor employees and independent vendors, as well as subcontractors, must participate in a pre-employment drug screening program provided by the Vendor. This drug screening must include the most common drugs of abuse.

Positive results that are not sufficiently explained by legitimate prescription medications will result in the individual not being allowed within the facilities.

3. INDEMNITY BY THE VENDOR

To the fullest extent permitted by law, the successful respondent agrees to indemnify, defend and hold harmless MC, its agents, officers and employees, from and against all loss or expense, including related costs and reasonable attorney's fees by reason of liability for damages, including suits at law or in equity, caused by direct or indirect, wrongful, intentional, willful misconduct or negligent acts or omissions of the service provider or its agents, which may arise out of or are connected with the activities covered by this contract.

If Milwaukee County Corporation Counsel defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of vendor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, submitter agrees to reimburse MC for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action, or lawsuit.

4. RESTRICTION AGAINST NON-COMPETE PROVISIONS

The Vendor may not, by utilization of non-compete agreements or any other methods whatsoever designed to prevent continued employment/service delivery at the sites for vendor staff and to prevent or restrict in any manner the ability of personnel to enter into any contractual or employment relationship with any person or organization, including MC, which may provide services of the nature described in the contract to MC at any time following the termination of the contract or any part thereof. This prohibition of non-compete agreements by the vendor is applicable as well to the on-site management team in its entirety.

5. HUMAN RESOURCE PROVISIONS

MC reserves the right to approve or reject, for any reason, any and all vendor or subcontractor staff assigned to this contract. Additionally, MC may deny access or admission to MC facilities at any time for such staff. Such access will not reasonably be withheld. MC will be responsible for the timely completion of all proposed vendor staff criminal background checks prior to any such staff's initiation of recurring on-site services.

The vendor agrees that it has adopted and will maintain and enforce a policy of non-discrimination based on race, color, religion, sex, age, national origin, or disability.

The Vendor agrees that on written request, it will permit access during normal business hours to its records of employment, employment advertisements, application forms, and other pertinent data and records by the MC, for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this contract.

The Vendor agrees that it will inform the MC of any alleged violation(s) of employment practices which its employees working in conjunction with this contract file with the Equal Employment Opportunity Coordinator (EEOC), Labor Department or any other federal or state compliance agency; also the Vendor will inform the MC of the disposition of such cases.

6. AUDIT AND INSPECTION OF RECORDS

The Vendor shall permit the authorized representatives of MC, to inspect and audit all data and records of the Vendor related to carrying out this contract for a period of up to five (5) years after completion of the contract.

7. PREMISES INSPECTION

MC shall have the right to inspect all areas occupied or operated by the Vendor, and the operations of the Vendor with respect to the method and quality of service, and generally with respect to use, safety, sanitation and maintenance of the facility, all of which shall be maintained at a level satisfactory to MC. MC shall have the right to make reasonable regulations with regards to such matters, and the Vendor agrees to comply with such regulations. Authorized representatives from MC's staff shall have full right of access to all areas of said premises at any and all times.

8. MEDIA RELEASES AND CONTACT

The Vendor's staff, independent vendors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a MC facility to a public forum or to the media without the authorization of MC and coordinated through the parties' public information representatives.

9. TERMINATION BY VENDOR

The successful vendor may, at its option, terminate the contract, once executed, upon the failure of MC to pay any amount that may become due hereunder for a period of forty (45) days following submission of appropriate billing and supporting documentation. Upon said

termination, Vendor shall be paid the compensation due for all services rendered through the date of termination.

For Cause – The Vendor may terminate the contract for cause with prior written notification of termination delivered to MC at least sixty (60) days before the effective date of termination.

Without Cause - The Vendor may terminate this resulting agreement without cause with a notice period of not less than one hundred and twenty (120) days. Written notice of termination must be delivered to MC and the notice period observed prior to the effective date of termination.

IN THE EVENT OF TERMINATION BY THE VENDOR, NOTICE SHALL BE DELIVERED BY THE VENDOR IN WRITING, WITH RETURN RECEIPT REQUIRED, TO:

Jim Kubicek

Milwaukee County Behavior Health Division

9455 Watertown Plank Road

Wauwatosa, WI 53226

E-mail: Jim.Kubicek@milwcnty.com

10. COOPERATION UPON TERMINATION

The Vendor must cooperate with MC in the event of termination so as to ensure that MC can maintain continuity of service delivery. Such cooperation will include the provision to MC of the names, addresses and telephone numbers of personnel, independent vendors and subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers with M/W/DBE designation as appropriate, inventory lists of medical, Pharmacy and office supplies and pharmaceuticals, equipment lists and condition by site and all policies, procedures, protocols, manuals and forms, statistical reports and other information and data specific to MC. Vendor must provide said information prior to the effective date of the termination or contract end.

11. TERMINATION BY COUNTY FOR VIOLATIONS BY VENDOR (FOR CAUSE)

If the Vendor fails to fulfill its obligations under the contract resulting from this RFP, in a timely and proper manner, or violates any of its provisions, County may thereupon have the right to terminate the agreement by giving thirty (30) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination.

The contract may not be terminated if, upon receipt of the notice, the Vendor promptly cures the alleged violation prior to the end of the notice period. In the event of termination, MC will only be liable for services rendered and expenses incurred through the date of termination and not for the uncompleted portion and for any materials and services purchased or paid for by the Vendor for use in completing the contract.

The County may cancel this contract for breach, as determined by MC, which shall consider such items as, but may not be limited to: failure to provide satisfactory Pharmacy service as determined by MC, failure to operate during agreed service hours, insufficient insurance coverage, failure to enforce the quality of sanitation or any other contract noncompliance. In the event that MC elects to cancel this contract for breach of contract, they must give the Vendor a minimum of 10 days written notice, via certified mail.

12. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY (WITHOUT CAUSE)

MC further reserves the right to terminate this contract at any time for any reason by giving Vendor thirty (30) days written notice by return receipt mail of such termination. In the event of said termination, Vendor shall not reduce its activities hereunder unless agreed in advance by MC. The Vendor will be paid according to the contract for services rendered through the date of termination.

13. ELIMINATION, DELAY OR REDUCTION IN FUNDING

Said termination may also occur should Milwaukee County Board of Supervisors fail to appropriate sufficient monies required for the completion of the contract. All agreements are subject to appropriation and funding.

In the event of any elimination, delay or reduction in funding available to the contract, MC may seek supplemental funding and may renegotiate with the Vendor the rates and services to be continued under the agreement. In case any elimination, delay or reduction of funding necessitates a reduction in services delivered or staffing provided, the parties must meet as soon as practicable to prioritize the services to be provided with consideration given to the Christensen settlement, and to negotiate any reduction in staff or services. In no event may MC be penalized for any payment not made in a timely manner due to any delay in appropriation or funding.

14. BILLING AND PAYMENT PROCESS

The County qualifies for sales tax exemption as a governmental agency. No pricing within this proposal for PHARMACY Services, supplies or equipment shall include state or local sales or use taxes.

The successful bidder will invoice MC a maximum of once per month after the month of services, within the first ten (10) days of the subsequent month. Each invoice will be required to provide a reasonable detail of the services that were performed or other agreed upon items, for the charge that has been invoiced, if any, above and beyond the inmate population per diem. MC will make every effort to ensure that the Vendor is paid promptly and accurately based upon

the Average Daily Population (ADP) of inmates identified for the month being paid. Adjustments to billing and to payment may be made based upon the purchase of approved equipment or other items approved by the MC.

15. CATASTROPHIC CAP/RISK-SHARING PROVISIONS

The selected vendor will not be responsible for off-site inpatient hospitalization costs for any catastrophic illness or injury that exceeds a cumulative total of fifty thousand dollars (\$50,000) for any individual inmate during any single admission to MC facilities. Multiple inpatient admissions for one specific inmate cumulatively totaling more than \$50,000 in any single contract period (by calendar year/fiscal year) and/or any single inmate inpatient hospitalization totaling more than \$50,000 are subject to support from MC for the amount in excess of the catastrophic cap of \$50,000. This risk-sharing provision with MC is limited to inpatient admissions and does not include off-site specialty consultations or other off-site services nor does it include any on-site services including Pharmacy expenses. The catastrophic cap amount of \$50,000 will be based on the amount of the billing paid by the vendor and not on billed charges, i.e. if the vendor has an agreement with the hospital to pay 90% of billed charges, then the amount paid by the vendor must exceed the \$50,000 cap rather than the total billed charges by the hospital. The vendor must submit detailed information on the billing and to demonstrate payment prior to any adjustment by MC. The vendor will be responsible to pay the full charges and then to seek reimbursement from MC for the qualified amount above the \$50,000 cap.

16. INDEPENDENT VENDOR

NOTHING CONTAINED IN THE FINAL CONTRACT WILL CONSTITUTE OR BE CONSTRUED TO CREATE A PARTNERSHIP OR JOINT VENTURE BETWEEN COUNTY OR ITS SUCCESSORS OR ASSIGNS AND VENDOR OR ITS SUCCESSORS OR ASSIGNS. IN ENTERING INTO THIS CONTRACT AND IN ACTING IN COMPLIANCE HEREWITH, VENDOR IS AT ALL TIME ACTING AND PERFORMING AS AN INDEPENDENT VENDOR, DULY AUTHORIZED TO PERFORM THE ACT REQUIRED OF IT HEREUNDER.

17. ASSIGNMENT

Assignment by Subcontract – Assignment of any portion of the work by subcontract must have the prior written approval of MC.

Limitation – The final executed contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

Survivorship of Benefits – The contract will be binding upon and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

18. CODE OF ETHICS

Vendor must attest that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer, or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby." To document that no conflict of interest exists between the vendor and any MC employee, agent or representative or an immediate family member, the vendor must submit the "Conflict of Interest Stipulation" form (attached) with the proposal. This form attests to the fact that no such person is also an owner, corporate officer, employee, agent or representative of the company submitting the bid. If such a relationship exists in any form, the vendor must fully disclose the situation and explain the details.

19. VENDOR CONDUCT

During the time that this RFP is in process, i.e. from the date issued by MC to the date a vendor is selected and a contract is executed, if applicable, no gratuities of any kind will be accepted by MC staff from company employees, agents or representatives including meals, gifts or trips, except as provided for as reference site visitations and/or during oral presentations and finalist evaluations. Violation of these conditions will constitute immediate disqualification.

20. NOTICES

Notices to County provided for in this RFP and eventual contract shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

Jim Kubicek

Milwaukee County Behavior Health Division

9455 Watertown Plank Road

Wauwatosa, WI 53226

E-mail: Jim.Kubicek@milwcnty.com

The reverse will also hold true regarding notice to the Vendor as the parties may designate.

21. BINDING EFFECT

This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. MCBHD's RFP for Pharmacy Services and the vendor's proposal in response to the Request for Proposal and any additional negotiated conditions reduced to writing will constitute the contract between the successful vendor and MC. This agreement then constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services for such areas including but not limited to special housing, infirmary and health service units. Such

scope of service documents will be incorporated into the contract agreement. Vendor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

22. ENTIRE AGREEMENT

The contract, along with the vendor-initialed RFP, all attachments thereto and the vendor's proposal constitutes the entire agreement between the parties. All prior and contemporaneous understandings, representations, and agreement must be merged therein or superseded hereby. No alterations, modifications, releases or waivers of the contract or any portion thereof will be effective unless in writing and executed by mutual agreement of both parties.

23. PERMITS, TAXES, LICENSES

The vendor is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.

24. ANNUAL INDEPENDENT CONTRACT COMPLIANCE EVALUATION

While any Consent decree remains in effect, the court appointed monitor will review and perform independent assessments of Vendor performance/compliance and quality improvements programs. In the absence of any decree or other litigious decree, reviews will be performed by a specified designee as deemed necessary.

Provider Hours – Any hours scheduled for on-site coverage by MC and not fulfilled will be adjusted to the benefit of MC in the next monthly payment to the vendor. This adjustment will be taken on an hour for hour basis for actual, documented, hours worked versus hours contracted. The vendor is responsible to ensure a timely and accurate presentation of payroll information that is valid and reliable. Partial hours or portions of each hour worked must be identified by quarter-hour or fifteen (15)-minute increments. Six major holidays will be exempt from requiring such on-site provider coverage except under emergency circumstances and these include: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

25. CONSENT AGREEMENT NON-COMPLIANCE

If the special master or court monitor associated with monitoring MC's implementation of and adherence to the requirements of the Christensen case identifies noncompliance with the agreement in any substantive area, MC may invoke a penalty of \$5,000 per month until the deficiency is resolved. A one (1)-month cure period is allowed for the vendor to resolve the problem prior to initiation of any penalty. The \$5,000 penalty will be assessed for each month that the deficiency remains and that MC is identified as non-compliant with the consent agreement.

26. LIQUIDATED DAMAGES AND PENALTIES

MC's intent with regard to liquidated damages and penalties is to motivate the vendor to comply with the requirements of the RFP, the proposal and the resultant contract. These aspects of the agreement are not intended for application so much as to motivate the vendor to maintain the performance level agreed upon. No amount is budgeted or expected for liquidated damages or penalties and MC would be satisfied with NO penalty assessment given that the services are provided as contracted.

27. WAIVERS (ASSOCIATED WITH LIQUIDATED DAMAGES)/PENALTIES

The Vendor may appeal any assessment of liquidated damages or penalties to the Administrator for the Milwaukee County Behavioral Health Division. The Administrator retains the sole and final authority to grant, suspend or deny the vendor's request for a waiver based on the quality of the argument and documentation provided. The Administrator may waive the penalty in whole or in part or may delay assessment of the penalty within his sole discretion. There is no appeal process for the Inspector's decision, his determination is final and not subject to further challenge within MCBHD hierarchy.

Paybacks or credit may not be appealed to any level and will be taken according to the RFP requirements based on information and documentation provided by the vendor to MCBHD.

28. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.

Principles of Equal Employment Opportunity - The vendor must agree to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and must indicate so on the certificate contained herein to be submitted with the proposal. The program must have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, independent contracting or subcontracting, in all professions within the health and mental health service work force, where these groups may have been previously under-utilized and under-represented. The Contractor must also agree that in the event of any dispute as to compliance with the aforesaid requirements, it is the vendor's affirmative responsibility to demonstrate that it has met all such requirements.

Violation of Provisions - When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of MC is determined by MC, the Contractor will immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation from MC to the Contractor, further violations of these provisions are committed during the term of the agreement, MC may terminate the contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the contract, or it may permit Contractor to complete the term, but, in either event, the Contractor will be ineligible to bid on any future contracts let by MC.

All respondents are obligated to comply with all requirements of the Americans with Disabilities Act (ADA).

AFFIRMATIVE ACTION- The vendor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered. The company must assure that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor must assure that it will require its covered subcontractors to provide assurances to the Contractor and that they will undertake affirmative action programs. With the proposal, the Contractor must submit a signed "Equal Employment Opportunity Certificate for Milwaukee County Contracts," including the date, name of the authorized representative and company address. This requirement stipulates that the vendor must submit an Affirmative Action Plan with the proposal or within 120 days of contract award.

The following individuals listed below are planning to attend the mandatory bidders' conference:

	<u>Name</u>	<u>Title</u>
1.	_____	
2.	_____	
3.	_____	

Note: This form is mandatory if the vendor intends to or has any interest in response to this RFP and is required to obtain security clearance for individuals scheduled to attend the requisite bidder's conference (mandatory). No more than three individuals may participate for any one vendor. However, neither this letter of intent to bid nor the company's participation in the bid conference obligate the vendor to actually submit a proposal in response to this RFP. Official photo identification is required to enter the facilities.

AUTHORIZATION FOR REFERENCE CHECK

This authorization should be on company letterhead.

Do not modify the contents of this letter.

The undersigned hereby authorizes the recipient of this authorization (or a copy thereof) to furnish to the Milwaukee County Behavioral Health Division any and all information that said recipient may have concerning the undersigned's contract performance history.

This information is to be furnished to the Milwaukee County Behavioral Health Division Office for the purposes of evaluating the ability of the undersigned to perform PHARMACY Services to the Milwaukee County Behavioral Health Division.

The undersigned further authorizes any person contacted to give the Milwaukee County Behavioral Health Division Office any and all information concerning the undersigned's (and the employees of the undersigned) education, work experience, and character which they may have, personal or otherwise, and releases all parties from all liability for any damage that may result from furnishing the same to the Milwaukee County Behavioral Health Division Office.

A photocopy of this authorization shall be deemed equivalent to the original.

Dated this _____ day of _____, 20____.

Authorized Signature

Title

Name of Firm

**MILWAUKEE COUNTY
Behavioral Health Division**

REQUEST FOR PROPOSAL

FOR PHARMACY SERVICES

CONFLICT OF INTEREST STIPULATION

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any MC employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representatives vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES _____
NO _____

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME _____

COUNTY POSITION _____

BUSINESS RELATIONSHIP _____

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME _____

AUTHORIZED SIGNATOR _____

TITLE _____

DATE _____

MILWAUKEE COUNTY BEHAVIORAL HEALTH DIVISION

REQUEST FOR PROPOSAL

FOR PHARMACY SERVICES

SWORN STATEMENT OF BIDDER

I, being first duly sworn at _____,
City, State

On oath, depose and say I am the _____
Official Title

Of the Bidder, _____,
Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, and all related attachments and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon) by initials on each page of the RFP.
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.

-
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, _____

Notary Public, _____ **County**

State of _____

My commission expires _____.

COVER SHEET FOR THE MAIN PROPOSAL

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that MC is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for PHARMACY Services.

Vendor's Name

Title

Signature

Date

COVER SHEET FOR THE PRICING PROPOSAL

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that MC is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP for Pharmacy Services.

Vendor's Name

Title

Signature

Date

**MILWAUKEE COUNTY BEHAVIORAL HEALTH DIVISION
REQUEST FOR PROPOSAL**

FOR PHARMACY SERVICES

VENDOR REFERENCES

1) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Patients _____

Please list facility type:

Please list Accreditations:

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End ___Terminated, if so specify by whom ___agency ___vendor

Reason _____

___Lost in Rebid, if so specify award recipient _____

Reason _____

___Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

2) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

VENDOR REFERENCES

Page 2

Facility Type:

Accreditation:

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End ___ Terminated, if so specify by whom ___ agency ___ vendor

Reason _____

 ___ Lost in Rebid, if so specify award recipient _____

Reason _____

 ___ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

3) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type:

Accreditation:

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End ___ Terminated, if so specify by whom ___ agency ___ vendor

Reason _____

 ___ Lost in Rebid, if so specify award recipient _____

VENDOR REFERENCES

Page 3

Reason _____

___ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

4) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type:

Accreditation:

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End ___ Terminated, if so specify by whom ___ agency ___ vendor

Reason _____

___ Lost in Rebid, if so specify award recipient _____

Reason _____

___ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

5) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

VENDOR REFERENCES

Page 4

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Facility Type:

Accreditation:

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End ___ Terminated, if so specify by whom ___ agency ___ vendor

Reason _____

___ Lost in Rebid, if so specify award recipient _____

Reason _____

___ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

Printed Name _____

Authorized Signator _____

Title _____

Date _____

**YEAR 2013 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY
CONTRACTS
TO BE COMPLETED AND SIGNED BY ALL APPLICANTS**

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL PROPOSER or CONTRACTOR or LESSEE or (Other-specify), (Hence forth referred to as VENDOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the foretasted requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and nonsegregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Amos Owens, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following:

The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

If a current plan has been filed, indicate where filed _____ and the year covered _____.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has (No. of Employees) _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) _____ employees in total.

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this ____ day of _____, 20____ by: Firm Name _____

By _____ Address _____

(Signature)

Title _____ City/State/Zip _____

YEAR 2013 EQUAL OPPORTUNITY POLICY

_____ is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Family Services and all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery.

EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

_____ has a written Affirmative Action Plan which includes a process by which discrimination complaints may be heard and resolved.

SERVICE DELIVERY - CIVIL RIGHTS

It is the official policy of _____ that no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above named characteristics. _____

_____ has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.

All officials and employees of _____ are informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, _____ has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms./Mr. _____. Ms./Mr. _____ may be reached during week days at _____.

A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.

(Director or Chief Officer) (Title) (Date)

This Policy Statement shall be posted in a conspicuous location.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

DEBARMENT AND SUSPENSION

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____

Date: _____

Printed Name: _____ Title: _____

Company: _____

ADDITIONAL DISCLOSURES

1. Has your company or any representative, owner, partner or officer ever failed to perform work awarded or had a contract terminated for failure to perform or for providing unsatisfactory service?

Yes No If yes, on a separate page please provide a detailed explanation.

2. Within the past five (5) years, has your organization or any representative, owner, partner or officer (collectively "your company") ever been a party to any court or administrative proceedings or disciplinary action, where the violation of any local, state or federal statute, ordinance, rules, regulation, or serious violation of company work rules by your Company was alleged?

Yes No If yes, on a separate page, please provide a detailed explanation outlining the following:

- **Date of citation or violation**
- **Description of violation**
- **Parties involved**
- **Current status of citation**

3. Have you, any principals, owners, partners, shareholders, directors, members or officers of your business entity ever been convicted of, or pleaded guilty, or no contest to, a felony, serious or gross misdemeanor, or any crime or municipal violation, involving dishonesty, assault, sexual misconduct or abuse, or abuse of controlled substances or alcohol, or are charges pending against you or any of the above persons for any such crimes by information, indictment or otherwise?

Yes No If yes, on a separate page, please provide a detailed explanation.

4. The Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to

award in the case of a negotiated procurement, directly or indirectly to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

DEPARTMENT OF AUDIT HOTLINE

AUDIT HOTLINE

Milwaukee County has set up the Department of Audit Hotline to be the primary conduit for concerned employees, citizens, and contractors to communicate allegations of fraud, waste and abuse involving County government. Milwaukee County's resolution states, in part,

"all department heads and administrators of Milwaukee County are hereby directed to provide information regarding Milwaukee County Department of Audit Fraud Hotline to all professional service and construction contractors when they commence work for Milwaukee County and, further, that instructions and bulletins shall be provided to said contractors that they post this information in a location where their employees will have access to it and provide said information to any and all subcontractors that they may retain; and

...Milwaukee County funded construction and work sites shall also have posted the bulletin that the Department of Audit has developed which provides the Fraud Hotline number and other information and the Department of Public Works shall inform contractors of this requirement"

A Hotline bulletin is attached. Please distribute the revised bulletin to contractors as contracts are let or renewed and also post it prominently at all County employee work locations associated with your organization (See flyer under Appendices).

Certified that, the copies of Audit Hotline poster have been posted at the prominent locations within our organization.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____



MILWAUKEE COUNTY GOVERNMENT

H O T L I N E

**Ph: (414) 93-FRAUD – Fax: (414) 223-1895
(933-7283)**

**Write: Audit Hotline- 2711 W. Wells St., 9th Floor, Milwaukee, WI 53208
Website: my.execpc.com/~milcoaud**

A service of the Milwaukee County Comptroller's Office

For Reporting:

- **Incidents of fraud or waste in County government**
- **Concerns over inefficient Milwaukee County government operations**

CALLERS NOT REQUIRED TO IDENTIFY THEMSELVES

----- Other Numbers -----

Milwaukee County:		Sheriff's Department –	
Aging - Elder Abuse Helpline	414-289-6874	Community Against Pushers	414-273-2020
		(Anonymous Drug Reporting)	
Child Support - TIPS Hotline		Guns Hotline	414-278-4867
(Turn in Parents for Support)	414-278-5222		
District Attorney –		State of Wisconsin:	
Consumer Fraud Unit	414-278-4646	Child Abuse or Neglect Referrals	414-220-7233
Public Integrity Unit	414-278-4645	DOJ Consumer Protection Unit	1-800-998-0700
Mental Health		Wisconsin W-2 Fraud Hotline	1-877-865-3432
Crisis Hotline	414-257-7222	Wisconsin Child Care Fraud	1-877-302-3728
Crisis Hotline (TTY/TDD)	414-257-6300	Legislative Audit Bureau Hotline	1-877-372-8317
City of Milwaukee:		Federal:	
Fraud Hotline	414-286-3440	Medicare Fraud	1-800-447-8477
		Social Security Fraud	1-800-269-0271
		Federal Funds Fraud (FraudNet)	1-800-424-5454

(7/2/12)

INDEMNITY AND INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

INDEMNITY

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County, its agents, officers and employees, from and against all liability. Including, but not limited to, costs and attorney's fees, all claims, and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with any of the activities covered by this Contract.

INSURANCE

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, malpractice, errors and omissions, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees or agents. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability, Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits as described in the Contract is required for all agency vehicles (owned, non-owned, and/or hired).

Contractor hereby certifies that Contractor's Direct Service Providers who use personal vehicles for any purpose related to the provision of Covered Services have in effect insurance policies in companies licensed to do business in the State of Wisconsin providing protection against all liability, including public liability and property damage, arising out of the use of their automobiles during the course of their employment. Contractor further certifies that said Direct Service Providers have a Driver's License valid in the state of Wisconsin.

If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below. Treatment providers (including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Contract:

<u>Type of Coverage</u>	<u>Minimum Limit</u>
<u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory
<u>Employers' Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General and/or Business Owner's Liability</u>	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence \$1,000,000 - General Aggregate
<u>Automobile Liability</u>	
Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
<u>Professional Liability</u>	
To include Certified/Licensed Mental Health and AODA Clinics and Providers and Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate As required by State Statute
Any non-qualified Provider under Sec 655 Wisconsin Patient Compensation Fund Statute State of Wisconsin (indicate if Claims Made or Occurrence)	\$1,000,000 Per Occurrence/ Claim \$3,000,000 Annual Aggregate
Other Licensed Professionals	\$1,000,000 Per Occurrence \$2,000,000 Annual aggregate or Statutory limits whichever is higher

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well

Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an "additional insured" endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County DHHS must be afforded a thirty day (30)

written notice of cancellation, or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Exceptions of compliance with “additional insured” endorsement are:

1. Transport companies insured through the State “Assigned Risk Business” (ARB).
2. Professional Liability where additional insured is not allowed.

A Waiver of Subrogation for Workers’ Compensation by endorsement in favor of Milwaukee County is also required. A copy of the endorsement shall be provided.

Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Department of Health and Human Services named as the “Certificate Holder,” as noted below). The Certificate shall be submitted for review and approval by County throughout the duration of this Contract. If said Certificate of Insurance is issued by the insurance agent, it is Contractor’s responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

Milwaukee County
Department of Administration
Attention: Risk Manager
901 North 9th Street Room 302
Milwaukee, WI 53233

Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed above.

Indicate an understanding of Milwaukee County requirements and willingness to comply:

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to the 2010 Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, s provided in s. 19.36(5), Wis. Stats. Or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are open, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

RFP contain no confidential and proprietary information.

OR

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFOMRATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COULSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be

insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

ATTACHMENT A
Outpatient Pharmaceutical Activity

<u>Program</u>	<u>Count</u>
BHD bill	
Wrap	6
Respite	351
TCM	30
CAIS	1928
Access	12514
Day Hospital	837
OBS	13934
PCS	105
Acute	41095
BHD other	3857
subtotal	74657
Central	7068
Childrens	363.0
CSP	
Downtown	801
South	303
subtotal	1104
Hilltop	3535
MCW	11814
Total	98541

ATTACHMENT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. The award of this contract is conditioned upon the Good Faith Efforts (GFE) put forth by the bidder/proposer in achieving this project's assigned Disadvantaged Business Enterprise (DBE*) goal. The bidder/proposer shall ensure that DBEs have the opportunity to participate on this contract.
2. **DBE Goal:** This project's DBE participation goal is 17%. For purposes of responsiveness, this participation goal shall be met based upon the dollar value of the base bid, initial offer or initial scope of work. As it may be in the best interest of Milwaukee County to accept the inclusion of alternates, or a best-final offer, verification of DBE participation shall be based upon total contract award. Likewise, if the successful contractor/consultant receives additional work on the contract, e.g., change orders, addendums, use of allowances, etc., DBE participation shall increase proportionally.

PRIOR TO BID/PROPOSAL OPENING

3. As a matter of responsiveness, the contractor/consultant shall submit with its original bid/proposal, the completed **Subcontractor/Subconsultant/Supplier Information Sheet (DBE-02)** and the signed and notarized **Commitment to Contract with DBE (DBE-14)** form(s). In the event the contractor/consultant is not successful in meeting the DBE goal, a complete **Certificate of Good Faith Efforts (DBE-01)** form and all relevant documentation shall be submitted with the bid/proposal in addition to the aforementioned forms. CBDP reserves the right to reject a bid/proposal, as non-responsive, if the required documentation is not submitted with the original bid/proposal.
4. Milwaukee County's Community Business Development Partners Department (CBDP) determines the sufficiency of the intended contract awardee's good faith efforts undertaken to achieve the assigned DBE participation goal. These efforts are proven by doing either of the following:
 - a. Evidencing that it has met the DBE participation goal by submitting with its bid/proposal a signed and notarized **Commitment to Contract with DBE (DBE-14)** form for each DBE documenting sufficient participation; or
 - b. Documenting the good faith efforts made to meet the DBE participation goal, even though it did not succeed in achieving the goal. In this case, the contractor/consultant shall submit the **Certificate of Good Faith Efforts (DBE-01)** and all relevant documentation, which will include a signed and notarized **Commitment to Contract with DBE (DBE-14)** form for each DBE documenting the participation achieved toward satisfying the goal, with its bid/proposal. CBDP is prohibited, under 49 CFR, Part 26, from ignoring *bona fide* good faith efforts when making determinations on requests for modification of the contract goal, in whole or part. Determinations are made on a contract-by-contract basis.

* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by the State of Wisconsin UCP under CFR, 49 Part 26.

-
5. The efforts employed by the contractor/consultant should be those that one could reasonably expect to be taken if the contractor/consultant were actively and aggressively trying to obtain DBE participation sufficient to meet the goal. Mere pro forma efforts are not good faith efforts. (49 CFR, §26.53, and Appendix A to 49 CFR, Part 26, provide guidance regarding GFE).
 6. In the event CBDP determines that the contractor/consultant has failed to meet the GFE requirements, the contractor/consultant is entitled to appeal this determination. The provisions of 49 CFR, §26.53(d), apply to such an appeal.
 7. Listing a DBE on the **Commitment to Contract with DBE (DBE-14)** form shall constitute a written representation and commitment that the contractor/consultant has communicated and negotiated directly with the DBE firm(s) listed. If awarded the contract, the contractor/consultant shall enter into contract agreement, directly or through subcontractors, with the firm listed on each **Commitment to Contract with DBE (DBE-14)** form for the work and price set forth thereon. The agreement(s) must be submitted to CBDP within seven (7) days from receipt of the "Notice to Proceed" or the purchase order.
 8. Contractors/Consultants should note that for the purpose of determining compliance with the DBE requirements of this contract, only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline count towards the satisfaction of the goal. If a bidder/proposer wishes to utilize a DBE certified in another state for credit on this contract, the bidder/proposer shall include a copy of DBE certification from the home state along with its good faith efforts documentation upon submission of bid/proposal as a matter of responsiveness. Additionally, any such named DBE must apply for certification with the Wisconsin UCP prior to bid opening or proposal due date. For assistance related to certified DBE firms, contact the Certification and Compliance Administrator at (414) 278-5037.
 9. When evaluating a contractor/consultant's proposed DBE commitment, Milwaukee County reserves the right to request supporting documentation from both the contractor/consultant and any listed DBE. If the information requested is not submitted by the contractor/consultant within the time specified for such submission, Milwaukee County may determine the contractor/consultant to be non-responsive and thereby remove them from further consideration for contract award.

FOLLOWING CONTRACT AWARD

10. When evaluating the performance of this contract after execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the contractor/consultant and any subcontractors/ subconsultants, documentation necessary to verify actual level of DBE participation. If the contractor/consultant is not in compliance with these specifications, CBDP will notify the contractor/consultant in writing of the corrective action that will bring the contractor/consultant into compliance. If the contractor/consultant fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part;
 - b. Remove the contractor/consultant from the list of qualified contractors/consultants and refuse to accept future bids/proposals for a period not to exceed three (3) years;

-
- c. Impose other appropriate sanctions, including withholding contract payments due which are sufficient to cover the unmet portion of the DBE contract commitment, where the failure to meet the DBE contract commitment is the result of a finding by CBDP of less than adequate good faith efforts on the part of the contractor/consultant; and/or

If the contractor/consultant has completed its contract, and the DBE contract commitment was not met due to an absence of good faith on the part of the contractor/consultant as determined under 49 CFR, Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE contract commitment. The County may in such case retain any unpaid contract amounts otherwise due the contractor/consultant, up to the amount of the unmet DBE contract commitment. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet commitment, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

11. Contractor/Consultant shall be credited for expenditures to DBE firms toward the requirements, if the entire identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed DBE firm. CBDP, through the application of 49 CFR, §26.55(c), will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Contractor/consultant is required to notify CBDP if its DBE subcontractor(s) will further subcontract out work on this project. Work will be credited based on actual participation by DBE firms.
13. Contractor/Consultant must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, if the contractor/consultant has a problem in meeting the goal, or any other problem relative to these requirements, the contractor/consultant shall immediately contact CBDP at (414) 278-5248. The prime contractor/consultant must submit written notification of desire for substitution to the DBE affected, and forward a copy to CBDP, specifying the reason for the request, including the performance log. Any DBE so notified has five (5) business days to provide written objection/acceptance to the prime making the notification. The "right to correct" must be afforded any DBE objecting to substitution/termination for less than good cause as determined by CBDP (Refer to 49 CFR §26.53). Approval must be obtained from CBDP prior to making any substitutions. DBE contractors are also required to notify and obtain approval from CBDP when further subcontracting out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the commission or fee will be counted for DBE crediting.
14. **Requests For Payment:** A **DBE Utilization Report (DBE-16)** form shall be submitted with each payment request by the contractor/consultant after contract award. This report must cover the period covered by the request for payment being submitted. This report must be submitted even if no DBE activity took place during the period being reported. Contractor/Consultant must indicate on the **Continuation Sheet (G703)** work being performed by DBEs by either a) placing the word "DBE" behind the work item or b) breaking out the work done by DBEs at the end of the report. Contractor/Consultant shall notify DBEs of the date on which they must submit their invoices for payment. Failure to submit required forms with requests for payment will result in denial of payment, or other sanctions deemed appropriate by Milwaukee County, including those listed in Section (10), above.

-
15. **Final Payment Verification.** Contractor/Consultant shall submit a **Contract Close-Out DBE Payment Certification (DBE-18)** form completed by the contractor/consultant and each DBE along with its final request for payment. Milwaukee County will not process the final request for payment without inclusion of required forms.
16. Milwaukee County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of CBDP.

DBE-02 Bidder Information



2012 Forms upd
DBE-02 Bidder Inform

DBE-14 commitment to DBE



2012 Forms upd
DBE-14 Commitment

DBE-16 DBE Utilization Report



2012 Forms upd
DBE-16 DBE Utilizati

DBE-18 DBE Payment Certification



2012 Forms upd
DBE-18 DBE Payment

DBE-20 Bid Proposal Submission Requirements



2012 Forms upd
DBE-20 Bid-Proposal

DBE-01 Good Faith Effort Certificate



2012 Forms upd
DBE-01 GFE Certificat

Forms can also be found at: http://county.milwaukee.gov/DHHS_bids in the right column under "PSA Forms"

More information can be found on the CBDP website at <http://county.milwaukee.gov/cbdp>

ATTACHMENT C
Interested Party Letter

DEPARTMENT OF HEALTH AND HUMAN SERVICES



Milwaukee County

Management Services Division, Contract Administration

October, 2012

The Milwaukee County Department of Health and Human Services (DHHS) Behavioral Health Division (BHD) invites community agencies, organizations and interested parties to participate in the RFP process by submitting proposals for:

On-site pharmacy services for the BHD outpatient, inpatient, nursing home and hospital programs located at 9455 Watertown Plank Road, Milwaukee, WI, 53226.

Proposal materials may be downloaded from: http://county.milwaukee.gov/DHHS_bids beginning on October 29, 2012.

A question and answer session will be held on November 14, 2012.

All proposals for funding in response to this RFP must be received by DHHS no later than 4:30 p.m. CST on **Friday, December 7th, 2012.**

PLEASE SEE THE RFP DOCUMENTS FOR TIMELINES AND ALL DETAILS RELATED TO THIS RFP.

For program information, contact:

Jim Kubicek, Behavioral Health Division, 414-257-4823

For Technical information, contact:

Diane Galegos, Management Services Division, 414-289-5744

Sumanish Kalia, CPA, for Budget Questions, 414-289-6757

Thank you for your interest in providing services to Milwaukee County by participating in this RFP process.

Sincerely,

A handwritten signature in black ink, appearing to read "Héctor Colón".

Héctor Colón, Director

Department of Health and Human Services