

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.

Addition

Deletion