Milwaukee County
Milwaukee County Behavioral Health Division

REQUEST FOR PROPOSAL

PHARMACY SERVICES FOR BEHAVIORAL HEALTH DIVISION

RFP #6314 - 0007

RFP Issue Date: November 07, 2014

INFORMATION SUMMARY SHEET

RFP Issuing Office: Milwaukee County – Behavioral Health Division

RFP Issue Date: November 07, 2014

Deadline for Receipt of Mandatory Conference Questions: November 24, 2014 at 5:00PM

Date of Mandatory Pre-Proposal Conference: December 2, 2014 at 1:30pm

Mandatory Pre-Proposal Conference Location:

Milwaukee County Behavior Health Division
9455 Watertown Plank Road
Wauwatosa, WI 53226
Room 1045

Deadline for Receipt of Post- Proposal Conference Questions: December 8, 2014 at 5:00PM

Written Q & A Posted to Website: December 15, 2014

RFP Proposal Receipt Deadline: Noon, January 7, 2015

RFP Submission Location:

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

RFP Contact/Administrator:

Jim Kubicek, Deputy Administrator
Milwaukee County Behavior Health Division
9455 Watertown Plank Road
Wauwatosa, WI 53226
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Proposal, Q&A and Addenda Posting Site: http://county.milwaukee.gov/Corrections22671.htm
It shall be the responsibility of each vendor, prior to submitting a proposal, to check the website for addenda and other postings related to this RFP.

MILESTONES

RFP Milestones	Proposed Completion Dates
RFP issue date	SEE INFORMATION SUMMARY SHEET
Questions to be addressed at Pre-proposal Meeting due	SEE INFORMATION SUMMARY SHEET
Pre-proposal Meeting	SEE INFORMATION SUMMARY SHEET
Post-proposal Questions Due	SEE INFORMATION SUMMARY SHEET
Written Q&A posted to website	SEE INFORMATION SUMMARY SHEET
Written Proposals due	SEE INFORMATION SUMMARY SHEET
Evaluation Period	1/8/2015 – 02/05/2015
Notice of Intent to Award Contract	02/12/2015
Presentation to Mental Health Board	02/26/2015
Contract Start Date	3/23/2015

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Attachment F – "Year 2015 Equal Employment Opportunity Certificate"
Attachment G – "Equal Employment Posting Acknowledgement"
Attachment H – "Certification Regarding Debarment and Suspension"
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Attachment J – "Department of Audit Hotline"
Attachment K – "Indemnity/Insurance Requirements Acknowledgement"
Attachment L – "Designation of Confidential/Proprietary Information"
Attachment M – "Cover Sheet for Pricing Proposal"
Attachment N – "Cost Proposal"
Attachment 0 – "Historical Pharmaceutical Activity"

SECTION 1

PURPOSE AND BACKGROUND

1.1 PURPOSE

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

It is Milwaukee County Behavioral Health Division's intent to enter into an agreement with the successful proposer to provide the complete range of pharmaceutical management services as outlined in this RFP.

1.2 BACKGROUND

BHD 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 outpatient care. Services are provided in facilities located at the Campus in Wauwatosa, Wisconsin and in Community Based Clinics in Milwaukee County.

Each year, BHD provides services to more than 20,000 persons including approximately 1,500 in its inpatient programs. Some of these patients are persons have behavioral health diagnosis; others are developmentally disabled or occasionally, neurologically impaired. They include patients from all age groups: children, adolescents, adults and the elderly. Additionally BHD plans on being accredited by The Joint Commission by end of the year 2015.

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

The Acute Inpatient Service consists of 66 acute adult psychiatric beds with three separate units, and one child and adolescent unit (CAIS) with a total of 24 beds. In all, the acute service has 90 beds. BHD is licensed to operate 144 Acute beds (including CAIS).

We also have 24 Crisis Stabilization beds, though patients sometimes have their own medication supply upon admission to this level of care.

As part of a 2015 Budget initiative there are plans to continually monitor inpatient capacity needs. As such, it is possible that these inpatient capacity numbers may decrease.

The BHD also provides outpatient pharmacy services for the Access Clinic and Medical College of Wisconsin via the Inpatient Pharmacy. These are both outpatient levels of care.

1.3 SERVICE STATISTICS

Relevant historical volume statistics for the current pharmacy operations is provided in Attachment O "Historical Pharmaceutical Activity".

1.4 FACILITIES

Milwaukee County Behavioral Health Division has its inpatient pharmacy site located at:

Milwaukee County Behavior Health Division
9455 Watertown Plank Road
Wauwatosa, WI 53226

1.5 GOVERNANCE AND OVERSIGHT

The Milwaukee County Mental Health Board has charge of all policy matters relating to the Milwaukee County Behavioral Health Division. The provider is accountable to the Administrator of Milwaukee County Behavioral Health Division for implementation. The provider must comply with all Federal, State and local regulations.

SECTION 2

SCOPE OF SERIVCE, CONTRACT DURATION AND COMPENSATION

2.1 SCOPE OF SERVICE

Provide high quality pharmacy services to the Patient population served by the Milwaukee County Behavioral Health Division. Provider must perform acute and inpatient pharmacy management services for a 90 bed inpatient psychiatric hospital as well as a 24-hour psychiatric emergency room and an 18 bed observation unit. Also included are outpatient services at the Behavioral Health Division's (BHD) 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 BHD run, 32 Patient, Day Hospital program and to a contracted outpatient provider that serves a maximum of 650 Patients per year. These services must be supplied within the standard of care for pharmacy services in acute and outpatient 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.

Behavioral Health Division seeks to leverage the skills and capabilities of an experienced provider to facilitate a more cost-effective and efficient system and provisions for improved quality and service. Behavioral Health Division is seeking a vendor that shall provide experienced and qualified staff to manage the daily operations of the pharmacy including but not limited to: oversight, strategic planning, problem solving, development of management systems and methodologies to provide for measurable, continued process improvements such as cost control and sustainability of the Behavioral Health Division. Behavioral Health Division desires to benchmark its system against other comparable peer systems. Provider will be required to develop these benchmarks subject to approval by Behavioral Health Division. The provider will be responsible for providing agreed upon analytics inclusive of regularly scheduled reports to Milwaukee County Behavioral Health Division containing financial, service, statistical, maintenance, and operational assessments of the system and all other reports and updates requested by Milwaukee County Behavioral Health Division.

The provider shall be responsible for conducting the daily operation and maintenance of all assets and facilities assigned for the duration of any agreement. The provider shall be responsible for the orderly safekeeping, maintenance, and operation of all equipment and facilities specifically purchased or presently assigned to the operation of the Milwaukee County Behavioral Health Division. The provider shall provide a plan to Milwaukee County Behavioral Health Division that follows industry standards, best practices, and applicable Federal, State and local regulations and standards to ensure safe operations for employees, patients and the general public.

2.2 CORE SERVICE REQUIREMENTS

Required to provide Acute Care and Outpatient Services utilizing BHD Inpatient Pharmacy facilities and BHD IT Systems including;

a. Netsmart's AVATAR Electronic Health Record (EHR)

b. Netsmart's RX CONNECT pharmacy system

c. CareFusion/Pyxis Medical Automated Dispensing Systems (ADS) technologies

d. Required to use ADS with RX Connect interface to EHR occurring no later than 90 days after commencement of contact signing.

Required to maintain drug master and formulary file for patient billing.

Required to manage the Inpatient pharmacy licensure and DEA License that is to be held by the Milwaukee County Behavioral Health Division.

Required to manage inventory, stock control and purchasing using Milwaukee County Behavioral Health Division or State approved vendors and suppliers. Pharmacy inventory will be owned by Milwaukee County.

Required to provide hospital pharmacy services in accordance with the State of Wisconsin statutes governing pharmacy practice.

Required to maintain accurate, complete, thorough and comprehensive documentation of services and dispensing required for operational compliance under the State of Wisconsin Board of Pharmacy and Federal/DEA standards.

Required to provide necessary and adequate staffing approved by the hospital, with pharmacy staff 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 for appropriate staff must be submitted with the proposal.

Required to maintain records in a confidential manner in accordance with Wisconsin State Statutes 146.81 to 146.83 and any other applicable state or federal laws.

Required to assist in BHD's goal of reduced drug costs through utilization studies, clinical pharmacy services and complete monthly utilization reports.

MEDICATION AND DISPENSING REQUIREMENTS

Required to 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. All medications will be labeled per state and federal requirements and all unit dose medications will be bar coded for closed loop ADS-EHR integrated dispensing. Must also supply discharge medications per physician prescriptions.

Required to 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.

Required to maintain a contingency stock in one of BHD's ADS to serve of as a source of medications when the pharmacy is closed. Coordinate with the Pharmacy and Therapeutics Committee and the Medical Executive Committee for annual review of contingency stock.

Required to maintain the hospitals Pharmacy IT system to provide for implementation and billing for appropriate medication based on level of care, outpatient patients, electronic Medication Administration records and automated order entry.

Required to assure a timely system of communication between the pharmacy and inpatient units.

Required to provide and/or participate in a clozapine monitoring system including; enrolling Patients in manufacturers monitoring system, 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.

Required to provide system for storage of medications brought into hospital by patients and for disposal of such medications upon prescribing practitioner order.

Required to supply all equipment required for medication preparation, storage and dispensing and maintain and update when obsolete, unrepairable or inadequate at no additional charge. Required to 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.

Required to provide various data requested for the purpose of quality reviews and improvement plans.

Required to assist in meeting the business needs and performance outcomes as identified by the organization.

Required to participate in development and maintenance of a medication reconciliation process that is compliant with accreditation and regulatory requirements.

Required to provide bubble pack medication dispensing on discharge for selected Patients.

LOCATION OR HOURS OF OPERATION REQUIRMENTS

Required to 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.

Required to provide outpatient services from 8:30am to 5:00pm Monday through Friday.

Required to provide consultation with a pharmacist 24-hours/seven days a week for Hospital based services including remote access to EHR and RX Connect.

FORMULARY AND DRUG UR MANAGEMENT REQUIRMENTS

Formulary is determined by the hospitals Pharmacy and Therapeutics Committee.

Required to participate with Management to develop and produce reports for cost, utilization and quality management in a method and timing determined by BHD

Required that Chief Pharmacist be a participating member of the monthly Pharmacy and Therapeutics Committee and give a report of adverse drug interactions, drug error report, controlled substance security/audits and provide UR data at each meeting of the Committee.

Required to 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, per the institutional formulary.

PHARMACIST CONSULTING REQUIRMENTS

Required to provide consultation on all aspects of the provision of pharmacy services in the facility in a method and timing determined by BHD;

Required to coordinate all current and potential pharmaceutical services if and when multiple pharmaceutical services are needed; (e.g. infusion, prescription drug plans, hospice)

Required to report any drug regimen irregularities to the attending physician and director of nursing in a method and timing determined by BHD;

Required to complete adverse drug event, post marketing monitoring and other incident reporting related to the use of medications and pharmaceutical services.

Required to determine that drug records are in order and that an account of all controlled drugs is maintained and periodically reconciled in a method and timing determined by BHD.

Required to participate in development execution and maintenance of a medication reconciliation process that is compliant with accreditation and regulatory requirements.

Required to assist the facility in developing and implementing policies and procedures that relate to the provision of pharmacy services in the facility.

Required to help facility staff prepare for, review and respond to state, federal and accreditation surveys.

Required to assist 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);

Required to provide Chief Pharmacist to actively participate in all relevant aspects of the facility's quality improvement process.

PHARMACY MANAGEMENT POLICY REQUIRMENTS

Required to provide for and manage inventory control to maximize quality and minimize cost. Specifically handle compliance for cost, charging and returns, streamlining inventory management practices, stock replenishment cycles, replacement costs and product reconciliation, and manage expired and recalled medications.

Required to assist 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).

Required to regularly monitoring facility compliance with policies, procedures, protocols, and guidelines relating to medication use in the facility.

Required to handle return medications and ensure cancellation of any charges to the county and patient for unused returned medications.

MEDICATION MANAGEMENT PERFORMANCE REVIEW

The Vendor awarded the contract will be subject to a periodic review of services. Review is based on the overall compliance to the contract and the vendor’s adherence to the scope of work as outlined in the RFP. Frequency of review will be determined in conjunction with the BHD quality plan

Those areas reviewed will include but not be limited to:

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. Emphasis will be given to the purchasing, acquisition and utilization of high cost medications and evaluating opportunities to implement cost saving programs.

Medication Storage:

Vendor's medication storage requirements include dispensing and storage of medications in all patient care areas within the facility, and monitoring and auditing 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 hospital's policy and procedures.

Pharmacy Dispensing:

Management and maintenance of 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 unit-dose packaging and monitoring of storage requirements including repacking equipment and inventory control measures.

Pharmacy Management and Staffing:

Contracted services provider achievement of maintaining pharmacy management and staff in accordance to the workload requirements. Adequate staffing to meet current standards and practices as necessary to provide dispensing and clinical support to the patient populations served by BHD. The staffing having met all Wisconsin State Board of Pharmacy requirements for pharmacists and technicians, with respect to licensure and continued education requirements.

Achievement in 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);

Clinical Programs:

Contracted services provider clinical programs addressing and monitoring patient outcomes specific to patient populations served, including psychotropic drug monitoring and utilization review of high cost, high alert medications at BHD. 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 BHD medical team.

Performance Improvement Activities:

Provider will be assessed based on a jointly 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 PI Plan should integrate with those approved and implemented at BDH 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 Chief Quality Officer, Chief Medical Officer and Pharmacy and Therapeutics Committee.

Human Resources:

Contract services provider achievement of responsibilities 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.

EMPLOYEE RECORDS AND AUDITS REQUIREMENTS

Required to permit the authorized representatives of the County Auditor the right to inspect and audit all data and records of Contractor related to carrying out the agreement for a period of up to four (4) years after completion of the contract.

Required to obtain prior written Milwaukee County Behavioral Health Division approval for all subcontractors and/or associates to be used in performing its contractual obligations.

Required to o enter into a written contractual agreement with BHD approved sub-contractors and/or associates which binds the sub-contractor to the same audit contract terms and conditions of the prime Contractor.

Required to provide that any subcontracting by the Contractor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Contractor.

Required to assure that employee records contain the following items for review at any time:

- Employee's full name and aliases
- Date of Birth
- Job Description & Title
- Hire Date / Start Date at BHD
- Compliance with Wisconsin Caregiver Law, which includes the Department of Justice (DOJ) Criminal Background check, Caregiver Background check, the Bureau of Information Disclosure form (BID, and credential verification) (Due prior to employment and thereafter every four (4) years or at any time within that period when Provider has reason to believe a new check should be obtained)
- Health Screen to include Immunization Records, such as Measles, Mumps & Rubella (MMR), Varicella/Chicken Pox, Influenza and evidence that the individual is free of TB either by TB Test or Quantaferon Gold blood test
- Copy of Current Driver Record Abstract (DRA), completed as required, ensuring Valid Driver's License for each provider/employee
- Copy of any specialized license as applicable (i.e. Private Security Person, ARRT, Pharmacist, etc.)
- Employment application & Education History
- Evidence of corporate orientation
- BHD Orientation (Prior to start date at BHD facility)
- BHD Annual Training
- Certificates, Registrations and evidence of specialized training
- Employee Evaluations and documented evidence of disciplinary actions taken as needed

Required to submit a complete list of all contracted employees, electronically to Quality Assurance prior to the provider/employee starting service at BHD (i.e., full name of each provider/employee, service start date, position title, driving abstract record, Criminal Record Check and Caregiver Misconduct report to

include the Bureau of Information Disclosure (BID) form and out-of-state Criminal Background Check (CBC) or FBI record, if applicable).

PHARMACY AUTOMATION

Provider 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 will manage all aspects of Pharmacy Automation.

BHD POLICY REQUIREMENTS

The successful proposer shall comply with all BHD policies including:

Infection Control

Required to ensure that employees working at the BHD demonstrate evidence of freedom from communicable disease.

Required to ensure that employees working at the BHD have exhibited immunity to Rubella and receive annual TB testing.

Required to ensure that employees working at the BHD practice infection control procedures, such as hand washing, universal blood and body fluid precautions, and the cleaning/disinfection of patient care equipment.

Required to provide copies of policies and procedures addressing infection control procedures relating to employee infection control practices, Rubella and requirements for annual TB testing.

Required to provide annual statement of compliance and be able to provide proof of annual testing within 24 hours of request.

Caregiver Misconduct Policy

Patient Rights Policy

Patient/Staff Relationships Policy

Client Confidentiality Policy

Blood borne Pathogens Policy

Required to have and present 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 BHD policies as required.

Required to have and present 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 BHD policies as required.

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

Required that proof of this documentation must be produced within 24 hours of request.

Required to 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).

2.3 CONTRACT DURATION

The period of performance contracted will be for a period of 3 years from March 23, 2015 to December 31, 2018. There will be an option for three one-year renewals after date of the initial three year term. Such renewal shall be made by a mutual agreement and be on the same terms and conditions as the initial contract.

Responses to this RFP shall be based upon a three (3) year term

2.4 TYPE OF CONTRACT/PAYMENTS

Milwaukee County Behavioral Health Division contemplates award of a contract resulting from this RFP that reflects payment for services. Any final contract structure resulting from this RFP will be subject to negotiation and approval of Milwaukee County Mental Health Board.

2.5 MODIFICATION OF SCOPE OF SERVICES/LIMITATIONS

All proposers are notified that Milwaukee County Behavioral Health Division reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process or the contract period. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations. The Behavioral Health Division has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The Behavioral Health Division will not tailor these needs to fit particular solutions suppliers may have available; rather, the suppliers shall propose to meet the Behavioral Health Division needs as

defined in this RFP. All claims shall be subject to demonstration. Proposers are cautioned that conditional proposals restricting or placing requirements for proposal acceptance upon Behavioral Health Division or based upon assumptions may be deemed non-responsive.

SECTION 3

CONTENT OF PROPOSAL

3.1 PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held at the following date, time, and location as provided on the Information Summary Sheet. Failure to attend or to be represented at this pre-bid meeting may automatically disqualify your bid.

During the pre-proposal conference, attendees may:

Request clarification of any section of the RFP.

Ask any other relevant questions relating to the RFP.

Be provided an opportunity to take a group site visit of the various operating facilities, as this will be the only opportunity for a site visit.

Milwaukee County Behavioral Health Division may provide oral responses to written questions received prior to the mandatory pre-proposal conference. Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to RFP Contact/Administrator (by date and time provided in the Information Summary Sheet) to enable Milwaukee County Behavioral Health Division to formulate its oral responses. No oral or written responses will be given prior to the pre-proposal conference. Questions submitted will not be carried over automatically as a "Proposal Question"

Any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding. Questions submitted for pre-proposal meeting and associated responses will not be carried over automatically as a "Proposal Question and Contact Restrictions" and the associated written responses.

Only the final answers to written questions submitted prior to the "Receipt of Questions" deadline (by date and time provided in the Information Summary Sheet) and posted on the website (web address provided on the Information Summary Sheet) will be considered official. Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

3.2 PROPOSAL QUESTIONS AND CONTACT RESTRICTIONS

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to the RFP Contact/Administrator. Questions submitted for pre-proposal meeting and associated responses will not be carried over automatically as a "Proposal Question".

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County Behavioral Health Division will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County Behavioral Health Division will be posted on Milwaukee County's website as identified in the Information Summary Sheet. Milwaukee County Behavioral Health Division reserves the right to answer or to not answer any question submitted at its sole discretion. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

This RFP is issued by the Milwaukee County Behavioral Health Division. The RFP Contact/Administrator assigned to this RFP, along with contact information, is noted. The RFP Contact/Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

3.3 PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT AKNOWLEDGEMENT

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of a proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website; it is the responsibility and obligation of prospective proposers and proposers to check the website for any amendments prior to the RFP submission date. If the

Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

3.4 PROPOSAL SUBMISSION

All proposals shall consist of two (2) Volumes: a Technical Proposal (Volume I) and a Price Proposal (Volume II). Each Volume must be submitted in separate envelopes and marked as requested below. The signature of an official of the proposer authorized to bind the proposer shall be on each volume.

Proposals submitted in response to this RFP must be received no later than the deadline and location identified in the Information Summary Sheet. Proposals received after the deadline will not be accepted nor will additional time be granted to any proposer. Proposers must submit one (1) original with signatures, and seven (7) copies, of the RFP response in sealed envelopes.
Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound. The copies should be bound by staple, binder clip or in a three-ring binder. Spiral, wire or comb bound copies are not acceptable. Each proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content in the format specified

Responses should be identified in the lower left corner as follows:

Technical Proposal (Volume I)
Response To: Pharmacy Services for the Milwaukee County Behavioral Health Division
PROPOSAL RESPONSE, RFP #: 2014 - 0001
DEADLINE DATE: (Date as provided on the Information Summary Sheet)

and

Price Proposal (Volume II)
Response To: Pharmacy Services for the Milwaukee County Behavioral Health Division
PROPOSAL RESPONSE, RFP #: 2014 - 0000
DEADLINE DATE: (Date as provided on the Information Summary Sheet)

Note that if hand delivering proposals; allow adequate time for travel, parking, and security screening. It is the sole responsibility and obligation of prospective proposers and proposers to assure submission of proposals prior to deadline.

3.5 CONTENT OF TECHNICAL PROPOSAL (VOLUME I)

Technical proposals shall contain three sections:

MANDATORY RESPONSES
GENERAL QUALIFICATION & EXPERIENCE
TECHNICAL QUALIFICATION, APPROACH & QUALITY

Technical proposals may not contain any reference to price

Through its proposal, the proposer offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet or exceed the RFP requirements. Failure to respond completely may result in disqualification of the proposal.

Proposers are encouraged provide substantiation, information, metrics and any other documentation in all their responses to reflect their qualifications.

RFP submission must address, at a minimum, the requests enumerated below.

Please indicate for each response the number of the request that it addresses (e.g. Response to Request 1, Response to Request 2…) and present responses in order of requests below.

MANDATORY RESPONSE

This section outlines information and requests that are a matter of responsiveness to this RFP, where a response to each "Request" is required.

Request 01: Proposers shall provide a title page listing the RFP number and subject, name of the company and date.

Request 02: A signed letter of transmittal shall accompany the proposal that provides an understanding of the work to be performed, name, title and contact information for the individual(s) who are authorized to make representations and enter into any agreement on behalf of the proposer.

Request 03: Completed Attachment A – "Authorization for Reference Check"

Request 04a: Completed Attachment B – "Conflict of Interest Stipulation"
Request 04b: Completed Attachment C – "Sworn Statement of Bidder"

Request 05: Completed Attachment D – "Cover Sheet for Main Proposal"

Request 06 Completed Attachment E – "References"

Request 07: Completed Attachment F – "Year 2015 Equal Employment Opportunity Certificate"

Request 08: Completed Attachment G – “Equal Employment Posting Acknowledgement”

Request 09: Completed Attachment H – “Certification Regarding Debarment and Suspension”

Request 10: Completed Attachment I – “Additional Disclosures”

Request 11: Completed Attachment J – “Department of Audit Hotline”

Request 12: Completed Attachment K – “Indemnity/Insurance Requirements Acknowledgement”

Request 13: Completed Attachment L – “Designation of Confidential/Proprietary Information”

GENERAL QUALIFICATIONS & EXPERIENCE RESPONSE

All proposers must possess current substantial and demonstrable experience in the successful planning, budgeting, managing, directing, and operating of a pharmacy system similar to the size and scope of Milwaukee County' Behavioral Health Division system

Request 14a: Provide a documentation of the results of Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care Financing Administration, National Committee for Quality Assurance, state, or other accreditation or regulatory surveys conducted in the current sites.

Request 14b: Provide a history of demonstrable experience of your ability to provide services that meet or exceed applicable accreditation and certification standards. These include, but are not limited to, the standards (or requirements) of the following organizations. Joint Commission on Accreditation of Healthcare Organizations; American Osteopathic Association; Health Care Financing Administration; National Committee for Quality Assurance.

Request 15: Describe your experience working with Netsmart's AVATAR Electronic Health Record. If you do not have direct experience working with systems referenced above, describe experience with similar systems.

Request 16: Describe your experience working with RX CONNECT pharmacy system CareFusion/Pyxis Medical technologies. If you do not have direct experience working with systems referenced above, describe experience with similar systems.

Request 17: Describe your experience working with CareFusion/Pyxis Medical technologies. If you do not have direct experience working with systems referenced above, describe experience with similar systems.

Request 18: Describe how you will achieve requirement of having Automated dispensing system interface to med system no later than 90 days after commencement of contact signing. .

Request 19: Describe experience in the provision of 24-hour unit dose distribution system.

Request 20: Describe experience in the provision of liquid medication packaged in oral syringes or vial containers.

Request 21: Describe experience in the provision of supplying discharge medications per physician prescriptions.

Request 22: Describe experience working with the RX CONNECT pharmacy system related to implementation and billing for appropriate medication, based on level of care, Inpatient or outpatient status, electronic Medication Administration records and automated order entry. If a vendor does not have direct experience working with systems referenced above, describe experience with similar systems.

Request 23: Describe your experience working with bar code scanning capability and applications.

Request 24: Describe experience providing bubble pack medication dispensing on discharge for selected Patients.

Request 25: Describe your experience and capacity to 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.

Request 26: Describe your experience and capacity to provide outpatient services from 8:30am to 5:00 pm Monday through Friday.

Request 27: Describe your experience and capacity to provide providing consultation with a pharmacist 24-hours/seven days a week for Hospital based services.

Request 28: Provide "References" per Attachment E –References.

APPROACH AND QUALITY RESPONSE

The section should provide an overview of the proposer's management philosophy. This section of the Technical Proposal should address the way in which the proposer will manage the daily pharmacy functions while adhering to applicable standards. The section should provide an understanding of the Milwaukee County Behavioral Health Division and the opportunities and challenges that currently exist within the system. This section of the Technical Proposal provides the proposer with the opportunity to present experience, ideas and initiatives to maintain or enhance service, increase efficiency and reduce costs in Milwaukee County Behavioral Health Division.

Request 29: Describe how drug master and formulary file for patient billing will be maintained.

Request 30: Describe how Inpatient pharmacy licensure and DEA License that is to be held by the Milwaukee County Behavioral Health Division will be managed.

Request 31: Describe how inventory and purchasing using Milwaukee County Behavioral Health Division or State approved vendors and suppliers will be managed, as Pharmacy inventory will be owned by Milwaukee County Behavioral Health Division.

Request 32: Describe how hospital pharmacy services will be managed in accordance with the State of Wisconsin statutes governing pharmacy practice.

Request 33: Describe how documentation of services required for operation under the State of Wisconsin Board of Pharmacy will be maintained that is accurate, complete, thorough and comprehensive.

Request 34: Describe how necessary and adequate staffing approved by the hospital, with pharmacy staff licensed in accordance with the State of Wisconsin statutes, Board of Registration in Pharmacy, United States Department of Justice and the Drug Enforcement Agency will be provided.

Request 35 Describe how 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.

Request 36: Describe how the vendor will assist in BHD's desire to reduce drug costs through utilization studies, clinical pharmacy services and complete monthly utilization reports.

Request 37: Describe how vendor will maintain ADS with supplies as determined necessary and approved by the Pharmacy and Therapeutics Committee and how Vendor will maintain the Automated Dispensing Systems control module including security and assignment of user controls.

Request 38: Describe how vendor will maintain a system of limited PRN medications in the **Carefusion/Pyxis** dispenser to serve as a source for STAT medications when pharmacy is closed. BHD's current EHR is Netsmart's AVATAR system, which integrates fully with RX CONNECT and **Carefusion/Pyxis.**

Request 39: Describe how vendor will assure a timely system of communication between the pharmacy and inpatient units.

Request 40: Describe how vendor will provide and/or participate in a clozapine monitoring system including; enrolling Patients in manufacturers monitoring system, 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.

Request 41: Describe how vendor will provide system for storage of medications brought into hospital by patients and for disposal of such medications upon prescribing practitioner order.

Request 42: Describe all equipment required for medication preparation, storage and dispensing and how vendor will maintain and update when obsolete, unrepairable or inadequate.

Request 43: Describe how vendor will supply as necessary packaging and shipping supplies, including outpatient mail order supplies and shipping charges.

Request 44: Describe how 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.

Request 45: Describe how vendor will provide various data requested for the purpose of quality reviews and improvement plans.

Request 46: Describe how vendor will seek to meet the business needs and performance outcomes as identified by the organization.

Request 47: Describe how vendor will participate in development and maintenance of a medication reconciliation process that is compliant with accreditation and regulatory requirements.

Request 48: Describe how vendor will provide for expansion of service hours on a cost basis.

Request 49: Describe how vendor will work with Management to develop and produce reports for cost, utilization and quality management.

Request 50: Describe importance of a Chief Pharmacist being a participating member of the monthly Pharmacy and Therapeutics Committee.

Request 51: Describe how vendor will provide a report of adverse drug interactions, drug error report and provide UR data for each meeting of the Committee.

Request 52: Describe how vendor will 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, per the institutional formulary.

Request 53: Describe how you will provide consultation on all aspects of the provision of pharmacy services in the facility including coordinating all current and potential pharmaceutical services if and when multiple pharmaceutical services are needed; (e.g. infusion, prescription drug plans, hospice)

Request 54: Describe how you will provide consultation on all aspects of the provision of pharmacy services in the facility including reporting any drug regimen irregularities to the attending physician and director of nursing;

Request 55: Describe how you will provide consultation on all aspects of the provision of pharmacy services in the facility including determining that drug records are in order and that an account of all controlled drugs is maintained and periodically reconciled.

Request 56: Describe how you will provide consultation on all aspects of the provision of pharmacy services in the facility including participating in development and maintenance of a medication reconciliation process that is compliant with accreditation and regulatory requirements.

Request 57: Describe how you will provide consultation on all aspects of the provision of pharmacy services in the facility including assisting the facility in developing and implementing policies and procedures that relate to the provision of pharmacy serves in the facility.

Request 58: Describe how you will provide consultation on all aspects of the provision of pharmacy services in the facility including assisting facility staff prepare for, review and respond to state, federal and accreditation surveys.

Request 59: Describe how you will provide consultation on all aspects of the provision of pharmacy services in the facility including 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);

Request 60: Describe how Chief Pharmacist will actively participate in all relevant aspects of the facility's quality improvement process.

Request 61: Describe how vendor will manage inventory control to maximize quality and minimize cost. Specifically, fully articulate how compliance for cost, charging and returns, streamlining inventory management practices, stock replenishment cycles, replacement costs and product reconciliation, and expired and recalled medications will be handled.

Request 62: Describe how vendor will assist 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).

Request 63: Describe how vendor will regularly monitor facility compliance with policies, procedures, protocols, and guidelines relating to medication use in the facility.

Request 64: Describe how vendor will handle return medications and ensure cancellation of any charges to the county and patient for unused returned medications.

3.6 CONTENT OF PRICE PROPOSAL (VOLUME II)

All price data and information must be provided in a separate sealed envelope marked Price Proposal (Volume II).

It is understood that funding is subject to appropriation and may change over the contact period. Milwaukee County Behavioral Health Division reserves the right to amend any resulting contract to reflect changes in funding.

Request 65: Completed Attachment M – "Cover Sheet for Pricing Proposal"

Request 66: All proposers shall complete Attachment N – 'Cost Proposal' in the prescribed format and pricing structure.

Pricing shall be all inclusive; including but not limited to all necessary planning and implementation activities prior to commencement of a contract, all salary, benefits and associated employment costs for executive management personnel, inclusive of all wages, benefits and associated employment costs for support functions, inclusive of administrative equipment, supplies and materials, services, travel, costs related to contracted services and all supervisory staff not included in the management expenses.

SECTION 4

CRITERIA FOR EVALUATION

4.1 EVALUATION PROCESS

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the County to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

An administrative review, by RFP Administrator, of all proposals shall be performed. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required or mandatory information may be rejected as insufficient or non-responsive. Milwaukee County Behavioral Health Division reserves the right to seek clarification or waive a requirement when it is in its best interests to do so.

An Evaluation Committee will be established by Milwaukee County Behavioral Health Division, consisting of three or more individuals, to evaluate all responsive proposals and to make a recommendation to Chief Administrator. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

Technical Proposal scoring; each member of the Evaluation Committee shall conduct an independent and individual evaluation of the technical merit of the all responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below. Consensus scoring; after individual and independent review by each evaluator, the evaluation panel will meet and a consensus score will be established by the evaluation panel for each proposal, becoming the formal evaluation results and used for recommendation.

The County reserves the right, at its sole discretion, to request proposer clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible.

Cost Proposal scoring; cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to lowest and each

subsequent proposal will use the lowest dollar proposed amount as a constant numerator and the dollar amount of the proposer being scored as the denominator. The result then is multiplied by the total number of points provided in the cost section of the RFP. Lowest cost proposal will receive the maximum number of points available for the cost category. Other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the lowest cost proposal. Cost proposals will be evaluated based upon initial three year contract term.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and cost scoring to determine the best value proposal

Oral presentations may be requested by Milwaukee County Behavioral Health Division to one or more, highest scoring respondents. If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided.

Milwaukee County Behavioral Health Division may enter into clarification and/or negotiations and request Best and Final Offer from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County Behavioral Health Division reserves the right to make an offer based on the original submitted proposal. Proposers are cautioned to propose the best possible offer at the outset of the process, as there is no guarantee that any proposer will be allowed an opportunity to submit a Best and Final Offer. Milwaukee County Behavioral Health Division reserves the right to select a proposer for contract award based upon the proposer's Technical Proposal and Price Proposal without further discussion.

Clarifications, the county may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the county's specifications or requirements. The county may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the county may be unique to an individual proposer, provided that the process is conducted in a manner that supports fairness in response improvement.

Negotiations, the county may elect to negotiate with one or more proposers by requesting revised responses, negotiating costs, or contract terms and conditions. The county reserves the right to conduct multiple negotiation rounds or no negotiations at all.

If the county determines that it is unable to successfully negotiate a contract with the apparent best evaluated proposer, the county reserves the right to bypass the apparent best evaluated proposer and enter into contract negotiations with the next apparent best evaluated proposer.

Following completed evaluation, the Committee will make a recommendation to Milwaukee County Behavioral Health Chief Administrator as to whose proposal is determined to provide the best value. County Behavioral Health Chief Administrator will be responsible for contract and execution. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

Milwaukee County Behavioral Health Division may perform any due diligence including demonstration of financial strength, examples may include recent annual reports, income statement, balance statement, and/or equivalent information (independent statement of net worth), demonstrations and reference checks prior or after Intent to Award or Award.

County reserves the right to make an offer based on the original submitted proposal.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County Behavioral Health Division. Milwaukee County Behavioral Health Division reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the Milwaukee County Behavioral Health Board.

4.2 EVALUATION CRITERIA

The BHD will consider and apply weighting for categories detailed below, to each proposal deemed to be responsive.

Mandatory Response	**Required**
General Qualifications & Experience	**25%**
Technical Qualifications, Approach and Quality	**40%**
Cost Proposal	**35%**

4.3 DETERMINATION

Following evaluation, the Committee will make a recommendation to the Administrator as to if the proposal is determined to provide the best value to Milwaukee County Behavioral Health Division. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

4.4 SELECTION PROCESS

An Intent to Award will be issued and all proposers will be notified. Milwaukee County Behavioral Health Division reserves the right to negotiate with the selected proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County Behavioral Health Division reserves the right to proceed with contract negotiations with the other responsive, qualified proposer to provide service.

Prior to contract, the Chief Administrator shall make a recommendation of award to the Mental Health Board as is subject to their approval. A contract will only be executed following final approval by the Mental Health Board.

SECTION 5

PROPOSAL TERMS AND CONDITIONS

5.1 FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date as identified in the Information Summary Sheet. Proposers are expected to perform all necessary planning and implementation activities prior to commencement of a contract. Milwaukee County Behavioral Health Division will not reimburse for these costs.

5.2 NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County or Milwaukee County Behavioral Health Division employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

5.3 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS

Successful proposers will be required to enter into an agreement with Milwaukee County Behavioral Health Division that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

5.4 ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County Behavioral Health Division makes no representation, warranty or guarantee as to its accuracy.

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of

appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

Milwaukee County Behavioral Health Division reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County Behavioral Health Division may waive any requirements that are not material.

Milwaukee County Behavioral Health Division may make an award under the RFP in whole or in part and change any scheduled dates.

Milwaukee County Behavioral Health Division reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals.

Milwaukee County Behavioral Health Division reserves the right to make changes to and/or withdraw this RFP at any time.

5.5 DISCLOSURE OF RFP INFORMATION

All materials submitted become the property of Milwaukee County Behavioral Health Division.

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

Data contained in a Request for 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 Behavioral Health Division.

Milwaukee County Behavioral Health Division may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information Form (Attachment L – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality must be justified in writing on the form provided and included in the proposal and

attached to Attachment - L – Proprietary Information Disclosure. Milwaukee County Behavioral Health Division has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

5.6 PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County Behavioral Health Division. However, Milwaukee County Behavioral Health Division reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County Behavioral Health Division reserves the right to negotiate with the successful proposer within the scope of the RFP in the best interests of Milwaukee County Behavioral Health Division.

Milwaukee County Behavioral Health Division may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

Milwaukee County Behavioral Health Division may use information obtained through site visits, management interviews and the county's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the county's request for clarifying information in the course of evaluation and/or selection under the RFP.

Upon acceptance in writing by Milwaukee County Behavioral Health Division of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated. Milwaukee County Behavioral Health Division reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County Behavioral Health Division.

Prior to the date and time set forth in the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative via e-mail to the RFP Contact/Administrator. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County Behavioral Health Division.

5.7 INCURRED EXPENSES

Milwaukee County Behavioral Health Division shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the

RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

5.8 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 submission 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.

5.9 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.

5.10 PROTEST AND APPEALS PROCEDURES

Protests and appeals related to this RFP are subject to the provisions of the Milwaukee County Behavioral Health Division Article 1- Legal and Contractual Remedies.

Any dispute arising from the contract must be resolved in the State of Wisconsin. With respect to any claim between the parties, Contractor consents to venue in Milwaukee County, Wisconsin, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non-convenience or otherwise.

5.11 AUDIT

Milwaukee County Behavioral Health Division and any of its representatives shall have access to any books, documents, papers and records of the successful proposer that are pertinent to this RFP and any services performed pursuant to this RFP and/or any contract entered into as a result of this RFP. The Vendor shall permit the authorized representatives of BHD, 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.

5.12 CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2) (k):

"No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2) (k) shall be included in all Requests for Proposals and bid documents."

5.13 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

While this Procurement opportunity does not have a specific participation goal, all respondents to this solicitation are hereby directed to use active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of 10% participation of DBE firms on County procurements. The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4747, or mailto:cbdp@milwaukeecountywi.gov

The directory of DBE firms currently certified in the State of Wisconsin can be found at: https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx

5.14 DRAFT OF SERVICES AGREEMENT

Milwaukee County Behavioral Health Division intends to incorporate the response to this RFP as an attachment to any resulting agreement for pharmacy services.

5.15 TERMINATION FOR CONVENIENCE (GENERAL PROVISIONS)

Milwaukee County Behavioral Health Division may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Milwaukee County Behavioral Health Division to be paid the Contractor. If the Contractor has any property in its possession belonging to Milwaukee County Milwaukee or County Behavioral Health Division, the Contractor will account for the same and dispose of it in the manner Milwaukee County or Milwaukee County Behavioral Health Division directs.

5.16 PERFORMANCE BOND

The successful Contractor will provide to the BHD a $250,000 Performance Bond with surety satisfactory to the BHD, within ten (10) working days after notice is received from the BHD that the contract has been awarded to the Contractor. The cost of providing the bond shall be considered as included in the proposal price (but listed separately) and no additional

compensation will be allowed therefore. All other specifications pertaining to insurance requirements e.g., Bond insurer underwriting agency, etc. (refer to Certification for Indemnity and Insurance Attachment K) will pertain to this bond requirement. The BHD may, at its sole discretion, waive or reduce this requirement and corresponding price adjustment.

Note: Performance Bond is not required at the time of RFP submission. Only successful Contractor will be required to submit the Performance Bond.

ATTACHMENT A – AUTHORIZATION FOR REFERENCE CHECK

AUTHORIZATION FOR REFERENCE CHECK

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 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.

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

Dated this _____ day of _____, 20____.

_____
Authorized Signature

_____
Title

_____
Name of Firm

CONFLICT OF INTEREST STIPULATION
(Sign and Submit with Technical Proposal – Volume I)

Milwaukee County Behavioral Health Division
REQUEST FOR PROPOSAL
FOR PHARMACY SERVICES

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 SIGNATURE

_____

TITLE _____

DATE _____

ATTACHMENT C – SWORN STATEMENT OF BIDDER –

SWORN STATEMENT OF BIDDER
(Sign and Submit with Technical Proposal – Volume I)

MILWAUKEE COUNTY
REQUEST FOR PROPOSAL
FOR PHARMACY SERVICES

I, being first duly sworn at _____,

City, State

On oath, depose and say I am the _____

Official Title

Of the Proposer, _____,

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, all related attachments, questions and answers, addenda, 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).
- 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 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
- 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 MAIN PROPOSAL
(Sign and Submit with Technical Proposal – Volume I)

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

ATTACHMENT E - REFERENCES

MILWAUKEE COUNTY BEHAVIORAL HEALTH DIVISION
REQUEST FOR PROPOSAL
PHARMACY SERVICES

References are used to help the Milwaukee County Behavioral Health Division to assess a company's history in successfully providing their products and services to customers.

As a matter of responsiveness and proposer's responsibility to secure references as part of their proposal:

You are asked to provide a minimum three customer references. These customer references will be contacted to answer questions on their experience doing business with your company.

References will be considered in the scoring process

For each customer reference, you will be asked to provide the details list on following Reference forms.

If you currently do similar work for any Wisconsin County (including Milwaukee) or Division of Wisconsin State government please include those parties as part of you reference submission.

Submit required references affixed to this Attachment E - References.

Requested references have been included as part of our proposal.

Authorized Signature: _____Date: _____
Printed Name: _____Title: _____
Company: _____

REFERENCE 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 _____

REFERENCE 2

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 _____

REFERENCE 3

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 _____

ATTACHMENT F – EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

EEOC COMPLIANCE
(Sign and Submit with Technical Proposal – Volume I)

YEAR 2015 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 CONTRACTOR) 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
CONTRACTOR 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.

CONTRACTOR 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
CONTRACTOR 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.

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

Affirmative Action Plan
CONTRACTOR 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: Audit Compliance Manager, Milwaukee County Division of Audit Services, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206].
CONTRACTOR 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 Division of Audit Services, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206].

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

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

Employees
CONTRACTOR 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
CONTRACTOR 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 _____

ATTACHMENT G – ACKNOWLEDGMENT OF EEOC POSTING ACKNOWLEDGEMENT

2015 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.

Proposer Name _____

By _____ (Signature)

Title_____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(Sign and Submit with Technical Proposal – Volume I)

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: _____

ATTACHMENT I – ADDITIONAL DISCLOSURES

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: _____

ATTACHMENT J – ACKNOWLEDGEMENT OF HOTLINE POSTING REQUIREMENT

DEPARTMENT OF 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 will be 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:	
Aging - Elder Abuse Helpline	414-289-6874
Child Support - TIPS Hotline (Turn in Parents for Support)	414-278-5222
District Attorney –	
Consumer Fraud Unit	414-278-4646
Public Integrity Unit	414-278-4645
Mental Health	
Crisis Hotline	414-257-7222
Crisis Hotline (TTY/TDD)	414-257-6300

City of Milwaukee:	
Fraud Hotline	414-286-3440

Sheriff's Department –	
Community Against Pushers (Anonymous Drug Reporting)	414-273-2020
Guns Hotline	414-278-4867

State of Wisconsin:	
Child Abuse or Neglect Referrals	414-220-7233
DOJ Consumer Protection Unit	1-800-998-0700
Wisconsin W-2 Fraud Hotline	1-877-865-3432
Wisconsin Child Care Fraud	1-877-302-3728
Legislative Audit Bureau Hotline	1-877-372-8317

Federal:	
Medicare Fraud	1-800-447-8477
Social Security Fraud	1-800-269-0271
Federal Funds Fraud (FraudNet)	1-800-424-5454

(7/2/12)

ATTACHMENT K - 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.

Type of Coverage & Requirements	**Minimum Limit**
Wisconsin Workers' Compensation or Proof of all States Coverage	Statutory
Employers' Liability	$100,000/$500,000/$100,000
Commercial General and/or Business Owner's Liability	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	$1,000,000 - Per Occurrence $1,000,000 - General Aggregate
Automobile Liability	
Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	$1,000,000 Per Accident Per Wisconsin Requirements
Professional Liability	
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 $1,000,000 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. BHD 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 Behavioral Health Division 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: _____

ATTACHMENT L – DESIGNATION OF CONFIDENTIAL/PROPRIETARY INFORMATION

PROPRIETARY INFORMATION DISCLOSURE FORM
(Sign and Submit with Technical Proposal – Volume I)

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as 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 proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information 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.

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 _____

COVER SHEET FOR PRICING PROPOSAL
(Sign and Submit with Price Proposal – Volume II)

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.

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.

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

ATTACHMENT N - COST PROPOSAL

COST PROPOSAL

The Cost Proposal, detailed below, shall indicate the all-inclusive proposed price for providing goods or services as defined this RFP.

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to this RFP

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	**First Year of Contract**	**Second Year of Contract**	**Third Year of Contract**
Annual Fee for Provision of Services	$	$	$

ATTACHMENT 0 - Historical Pharmaceutical Activity

Pharmacy Prescription Volume 2013

Institution Based Prescriptions	
PCS	2334
OBS	8746
CAIS	2200
Acute Inpatient	32199

Outpatient Prescriptions	
MCW	13836
CSP-South	384
Wrap	35
Respite	250
Children's Court	412
Access	14086
Day Hospital	836
Other BHD	3037
BHD Total	76021