

AGENDA ITEM 32

Discuss and take appropriate action on bids received for pharmacy services for indigent care.

Bids were received from the following:

Albertson's Pharmacy, Franklin Park, Illinois
Hays Hometown Pharmacy, Taylor Texas
Medicine Shoppe Pharmacy, Georgetown, Texas
Quick Pharmacy, Round Rock, Texas
Pfennig Prescription Pharmacy, Taylor, Texas
Walgreens Pharmacy, Northbrook, Illinois
Wal-Mart Pharmacy, Round Rock, Texas
Wal-Mart Pharmacy, Georgetown, Texas

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To award the bid for pharmacy services for indigent care to the following:

Medicine Shoppe Pharmacy, Georgetown, Texas
Wal-Mart Pharmacy, Georgetown, Texas
Albertson's Pharmacy (IH 35 & Hwy 620), Round Rock, Texas
Quick Pharmacy, Round Rock, Texas
Wal-Mart Pharmacy, Round Rock, Texas
Albertson's Pharmacy, Cedar Park, Texas
Albertson's Pharmacy, (13401 US Hwy 183 N), Cedar Park, Texas
Pfennig's Pharmacy, Taylor, Texas

Vote: **5 - 0**

< Attachment >

**NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 20, 2002**

29. Consider authorizing advertising and setting date to receive bids for Sheriff's Office contract towing for the Southeast Area 1.

❖ **Request September 12, 2002 at 2:00 pm in the Commissioner's Courtroom**

30. Discuss and take appropriate action on bids received for the Ambulance - Class 1 for EMS.

❖ **Recommend San Antonio Ambulance Sales, Inc.
\$92,471.00 delivered price per ambulance**

*approved 8-20-02
John A. Daefler*

31. Discuss and take appropriate action on bids received for the sale of the staircase in the Williamson County Historical Museum.

❖ **Recommend sale to Jim Buitta for \$610.00**

*approved 8-20-02
John A. Daefler*

32. Discuss and take appropriate action on bids received for pharmacy services for indigent care.

❖ **Recommend the following:**

**Georgetown Area: Medicine Shoppe Pharmacy
Wal-Mart Pharmacy**

**Round Rock Area: Albertson's Pharmacy (IH 35 & Hwy 620)
Wal-Mart Pharmacy
Quick Pharmacy**

**Cedar Park Area: Albertson's Pharmacy (850 N. Bell Blvd.)
Albertson's Pharmacy (13401 U.S. Hwy 183 N.)**

Taylor Area: Pfennig's Pharmacy

*approved 8-20-02
John A. Daefler*

Bids 2002/2003

Pharmacy Services for Indigent Care

The Medicine Shoppe

WILLIAMSON COUNTY BID FORM
PHARMACY SERVICES FOR INDIGENT CARE ANNUAL CONTRACT

BID NUMBER: 03WCA008 BID OPENING DATE & TIME: AUGUST 14, 2002 – 2:00 PM

CONTRACT PERIOD: OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: THE MEDICINE SHOPPE

Mailing Address: 505 W. UNIVERSITY AVE. SUITE H

City: GEORGETOWN State: TEXAS Zip: 78626

Email Address: NA

Telephone: (512) 863-2297 Fax: (512) 863-2975

 RPH Date of BID: 8/13/02
Signature of Person Authorized to Sign BID

Name and Title of Signer: JAN DOUGLASS, PHARMACIST
(Please Print or Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: _____% _____ days. (If no discount is offered, Net 30 will apply.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

☐ low item basis. (Will accept award on "any or all" items.)

List Additional Limitations if applicable: _____

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

LETTER OF AGREEMENT**PARTICIPATING PHARMACIES AND
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
COUNTY INDIGENT HEALTH CARE (CIHCP)**

THE MEDICINE SHOPPE 505 W. UNIVERSITY AVE. Fort
(Pharmacy name) (Address)

Agrees to Participate in the Williamson County Indigent Health Care Program, administered through the Williamson County and Cities Health District (WCCHD), Division of Social Services. The above named Pharmacy bids the following payment rate and agrees to charge this rate to the program:

Average Wholesale Price, minus 10%, plus a \$ 0.50 dispensing fee.

The Pharmacy agrees to price all bills by this formula before sending them to the Health District offices at 211 Commerce Cove #114, Round Rock, Texas 78664.

All bills submitted for payment must include the following:

- ◆ Client's name
- ◆ NDC#
- ◆ Drug name
- ◆ Drug manufacturer
- ◆ Quantity dispensed
- ◆ Name of prescribing physician
- ◆ Must be billed on a universal claim form or HCFA-1500 form

Each client will be assigned to the contracted pharmacy of their choice, as noted on the authorization letter they bring to the Pharmacy. There is a limit of three (3) prescriptions per month for CIHCP clients. Pharmacy must call to verify current client eligibility at time of service. (8-5, Monday through Friday)

All bills must be submitted within ninety-five (95) days of the date of service. Bills submitted after that time will be returned unpaid.

Williamson County does not have on-line billing capabilities. All claims must be submitted on paper.

Pharmacy must be a Medicaid provider.

Health District staff will review all Pharmacy bills and submit them to Williamson County for payment within thirty (30) days of receipt. Overpayments must be reimbursed rather than credited.

Contracts will be awarded based on the lowest and best overall bid submitted, as determined

by the review committee. All bids will be evaluated based upon

- Pricing
- Customer service history
- History of resolving billing issues
- Location

Williamson County reserves the right to award contracts to multiple vendors within a geographical service area. In the Round Rock service area, up to three (3) vendors will be selected. In the Georgetown service area, up to two (2) vendors will be selected. In the 183 Corridor service area, up to three (3) vendors will be selected. In the Taylor/Eastern Williamson County service area one (1) vendor will be selected. Selection by location will be based on the geographical location that best serves the client population.

Geographical area bidding GEORGETOWN

Cancellation of Contract: Services not being performed in a satisfactory manner and bills not being submitted per the specifications shall be a basis for cancellation of the contract by Williamson County. Vendors will be given a reasonable opportunity before cancellation to correct the deficiencies. This contract may be cancelled by either party with a thirty (30) day written notice.

The term of this agreement is for one year, from October 1, 2002 through September 30, 2003, renewable annually for up to four years.

Pharmacy Representative

A. Douglas

Date

August 13, 2002

Bids 2002/2003

Pharmacy Services for Indigent Care

Wal-Mart Pharmacy
Georgetown

Copy

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LETTER OF AGREEMENT

**PARTICIPATING PHARMACIES AND
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
COUNTY INDIGENT HEALTH CARE (CIHCP)**

Wm. Mart Pharmacy #1303
(Pharmacy name)

900 S. I. 35

Georgetown, TX 78626
(Address)

Agrees to Participate in the Williamson County Indigent Health Care Program, administered through the Williamson County and Cities Health District (WCCHD), Division of Social Services. The above named Pharmacy bids the following payment rate and agrees to charge this rate to the program:

Average Wholesale Price, minus 10%, plus a \$ 1.00 dispensing fee.

The Pharmacy agrees to price all bills by this formula before sending them to the Health District offices at 211 Commerce Cove #114, Round Rock, Texas 78664.

All bills submitted for payment must include the following:

- Client's name
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- Name of prescribing physician
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RECORDERS MEMORANDUM

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Each client will be assigned to the contracted pharmacy of their choice, as noted on the authorization letter they bring to the Pharmacy. There is a limit of three (3) prescriptions per month for CIHCP clients. Pharmacy must call to verify current client eligibility at time of service. (8-5, Monday through Friday)

WILLIAMSON COUNTY HEALTH DISTRICT
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PHARMACY

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PAGE 1 of 2

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- Pricing
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- History of resolving billing issues
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Geographical area bidding Williamson County

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Pharmacy Representative Karin James

Date 8/9/02

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WILLIAMSON COUNTY PURCHASING DEPARTMENT

BID INSTRUCTIONS/REQUIREMENTS

BIDS must be received in the Williamson County Auditor's Office prior to 2:00 PM on Wednesday, August 14, 2002. At which time the Bids will be opened in the Commissioners' Courtroom on the 2nd floor of the County Courthouse. Bids received after that time will not be opened and will be considered void and unacceptable. As to each item bid, the Court may either reject all Bids or award a contract to the lowest and best Bid.

SEALED BIDS may be hand-delivered to:
Williamson County Auditor's Office
Attn: Ginny Addison - Purchasing
Third (3rd) floor, Suite 303
Williamson County Courthouse (on the square)
710 Main St., Georgetown, Texas

OR
SEALED BIDS may be mailed to:
Williamson County Auditor's Office
Attn: Ginny Addison - Purchasing
710 Main St. - Suite 303
Georgetown, Texas 78626

RECORDERS MEMORANDUM

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ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT.

ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID MAY BE DEEMED NON RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.

ALL BIDS MUST BE SUBMITTED IN TRIPPLICATE (1 ORIGINAL COMPLETE BID SET & 2 COPIES - BID SETS MUST BE MARKED ORIGINAL OR COPY).

ALL BIDS MUST BE RETURNED IN A SEALED ENVELOPE, MARKED WITH THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME. IF AN OVERNIGHT DELIVERY SERVICE IS GOING TO DELIVER THE BID THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME MUST ALSO APPEAR ON THE OUTSIDE OF THE DELIVERY SERVICE ENVELOPE.

WILLIAMSON COUNTY AND ELECTRONIC MAIL TRANSMISSIONS WILL NOT BE ACCEPTED.

1. It is the intent of the Commissioners' Court to award contracts separately for each item, for each department, and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his bid to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner or Justice Precinct is a separate department.

(1) Unless the bid received expressly states that the bidder will accept only the award of all items proposed, each item in the bid will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the bid expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

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RECORDERS MEMORANDUM

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Bids will be considered separately for each distinct geographic area served by each department. The lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the bid, shall be at the discretion of Commissioners' Court at the time a bid is awarded.

2. No more than one bid will be awarded for any item for a single department and area. All bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.
3. All of the items listed are to be Free On Board to final destination (FOB DESTINATION) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
4. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2003. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or
5. At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional thirty six (36) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of forty eight (48) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Contractor may elect to terminate this agreement, with no additional liability to the County. The County and the Contractor agree that termination shall be the Contractor's sole remedy under this circumstance.
6. The estimated quantity of each item listed in the notice is only an estimate - the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.
7. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid if it shall deem to be in the best interest of Williamson County.
8. Awards should be made approximately four (4) weeks after the bid opening date. To obtain results, or if you have any questions, please contact Ginny Atkinson at (512) 943-1554 or email at gatkinson@williamson-county.org.
9. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2002/September 30, 2003 fiscal year.
10. Late BID: Bids received after submission deadline will not be opened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier service, etc.
11. Altering BID: Bids cannot be altered or amended after submission deadline.

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12. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.
13. Contract: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.
14. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various bid packages and or bid instructions/requirements.
15. Delivery Times and Locations: The commodity and/or service covered by this bid shall be as stated in the various bid packages.
16. Payments: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

(1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address

(2) County contract, Purchase Order, and/or delivery order number

(3) Identification of items or service as outlined in the contract

(4) Quantity or quantities, applicable unit prices, total prices, and total amount

(5) Any additional payment information that may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McGinnick, 943-1558 or Kelly Blankenship, 943-1557.

17. Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
18. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.
19. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

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PHARMACY

- a. have adequate financial resources, or ~~WAL-MART~~ ~~PHARMACY~~ obtain such resources as required;
- b. be able to comply with the required or proposed delivery schedule;
- c. have a satisfactory record of performance;
- d. be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. References: Williamson County **REQUIRES** bidder to supply with this bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

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RECORDERS MEMORANDUM

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21. Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.
22. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
23. Contract Administration: Under this contract, Ginny Alderson, Assistant Purchasing Director, Williamson County Auditor's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder.
24. Purchase Order: A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.
25. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
26. BIDS MUST BE: legible and of a quality that can be reproduced.
27. BID forms that are included in the bid package shall be used. CHANGES to bid forms made by bidders shall DISQUALIFY THE BID. Exceptions to the bid forms and or specifications shall be made on an attachment to the bid package. Call Ginny Alderson (312) 843-1554 for explanation if exceptions are needed.
28. THE TEXAS HAZARD COMMUNICATION ACT, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.
29. THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY Under Revised Texas Hazard Communication Act (THCA) of 1993 states that it is the responsibility of all MSDS in the county at the work site. When exposed to hazardous chemical is expected each contractor/sub-contractor shall be responsible for the appropriate training of their employees. For a copy of the Williamson County Hazard Communication Program Policy contact the Williamson County Unified Road & Bridge System Safety/Training Coordinator at 512/930-3330. By submitting your bid to the County you are acknowledging that this policy is a part of this bid and that you will provide appropriate MSDS to the county work site and provide for appropriate training as applicable.

PUBLIC NOTICE
WILLIAMSON COUNTY
INVITATION FOR BIDS

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08/20/2002

RECORDERS MEMORANDUM

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08/20/02

The Williamson County Commissioner's Court invites the submission of sealed Bids for:

2003 FISCAL YEAR ANNUAL PURCHASES

INCLUDING BUT NOT LIMITED TO:

Air conditioning/heating services, drugs/prescriptions for indigent care, landscape maintenance, ambulance-class 1, medical supplies for EMS, medical supplies for Jail, mhz radio repair services, and uniforms for law enforcement personnel.

Sealed Bids will be publicly opened and read aloud in the Williamson County Commissioner's Courtroom, 2nd Floor, Williamson County Courthouse, Georgetown, Texas on Wednesday, August 14, 2002 at 2:00 PM.

Detailed specifications may be obtained by calling Ginny Atkinson at (512) 843-1554 or by visiting the Williamson County Procurement web site.

<http://www.williamson-county.org/Procurement>

The Williamson County Commissioner's Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all Bids.

Issued by order of the Williamson County Commissioner's Court on July 16, 2002.
John C. Doerfler, County Judge.

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LEGAL COUNSEL

RECORDERS MEMORANDUM

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WILLIAMSON COUNTY BID FORM

PHARMACY SERVICES FOR INDIGENT CARE ANNUAL CONTRACT

BID NUMBER: 03WCA008 BID OPENING DATE & TIME: AUGUST 14, 2002 - 2:00 PM

CONTRACT PERIOD: OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached invitation for bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Wal-Mart Pharmacy 10-1303

Mailing Address: 900 S I 35

City: Georgetown State: TX Zip: 78626

Email Address: _____

Telephone: (512) 869-2188 Fax: (512) 869-8946

Signature of Person Authorized to Sign Bid: [Signature] Date of Bid: 8/9/02

Name and Title of Signer: Kevin James National Accounts Manager
(Please Print or Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: _____ % _____ days. (If no discount is offered, Net 30 will apply.)

☒ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

☐ low item basis. (Will accept award on "any or all" items.)

List Additional Limitations if applicable: _____

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PHARMACY

**DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

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8/9/02

Bids 2002/2003

Pharmacy Services for Indigent Care

Albertson's

**PRESCRIPTION BENEFIT
PROPOSAL
FOR
Williamson County
Indigent Program**

**Bid Opening 2 P.M. August 14, 2002
Bid Number 03WCA008**



**August 12, 2002
PREPARED BY
Larry Nappi**

Albertson's Inc.



August 12, 2002

Williamson County Auditor's Office
Attn: Ginny Atkinson - Purchasing
710 Main Street- Suite 303
Georgetown, Texas 78626

Dear Ms. Atkinson;

Albertson's, Inc., is pleased to submit a proposal to Williamson County Purchasing Department for the utilization of Albertson's pharmacies as a provider for the Williamson County Pharmacy Services for Indigent Care program. Our proposal is presented in the following manner:

Section 1	Letter of Agreement
Section 2	Williamson County Bid Form
Section 3	Executive Summary
Section 4	Patient Counseling
Section 5	Value Added Services
Section 6	Pharmacy Network
Section 7	Financial
Section 8	References
Section 9	Corporate Information

Albertson's, Inc., appreciates the opportunity to submit this proposal and to be considered as a pharmacy program manager for the Williamson County Pharmacy Services for Indigent Care program. Should you have any questions as you review this information, please feel free to contact me at (480) 767-4560.

Sincerely,


Larry Nappi, RPh.
Director of Managed Care Operations

Albertson's Inc.

LETTER OF AGREEMENT**PARTICIPATING PHARMACIES AND
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
COUNTY INDIGENT HEALTH CARE (CIHCP)**Albertson's Inc.

(Pharmacy name)

3030 Cullerton Drive
Franklin Park, IL 60131

(Address)

Agrees to Participate in the Williamson County Indigent Health Care Program, administered through the Williamson County and Cities Health District (WCCHD), Division of Social Services. The above named Pharmacy bids the following payment rate and agrees to charge this rate to the program:

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Geographical area bidding Round Rock, Georgetown, 183 Corridor

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Pharmacy Representative

Larry Pozzi

Date

August 13, 2002

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CONTRACT PERIOD: OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Albertson's Inc.Mailing Address: 3030 Cullerton DriveCity: Franklin Park State: IL Zip: 60131Email Address: Larry.Nappi@albertsons.comTelephone: (480) 767-4560 Fax: (480) 767-4573
Signature of Person Authorized to Sign BIDDate of BID: August 12, 2002Name and Title of Signer: Larry Nappi, Director, Managed Care Operations
(Please Print or Type)**PLEASE COMPLETE THE FOLLOWING:**

Prompt Payment Discount: _____% _____ days. (If no discount is offered, Net 30 will apply.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☐ low item basis. (Will accept award on "any or all" items.)List Additional Limitations if applicable: _____

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

SECTION 3

EXECUTIVE SUMMARY

Albertson's, Inc., recognizes Williamson County's need to provide cost-effective prescription benefits to the indigent population, while at the same time offering the highest quality of care.

Albertson's, Inc., has nearly 30 years of experience in administering third-party prescription programs. We currently participate in over 400 prescription plans ranging in size from 100 to 200,000 employees. We currently manage the prescription benefit for over 90,000 plan members. We feel this experience, joined with our commitment to service and advanced technology provides us with the foundation necessary to present a prescription program that will meet your specific needs.

A successful prescription benefit program requires not only the delivery of a product, but also the delivery of a service. This service is two-fold in nature: customer service to the plan sponsor and customer service to the students of Angelo State University.

Williamson County Pharmacy Services for Indigent Care Program

Albertson's, Inc., has a designated managed care specialist who will help implement and manage prescription programs in a concise and orderly fashion. Albertson's Director of Managed Care operations, Larry Nappi, RPh. will be readily available to assist you in plan implementation, operation, and areas of customer service.

PLAN MEMBER

Albertson's is committed to providing prompt, courteous customer service. Our focus is in two essential areas. The first is the extensive and ongoing training of our pharmacy personnel. The second is the implementation of standardized operational procedures that produce the highest level of quality assurance control. The result is an extremely accurate product delivered by a highly trained professional.

Albertson's Inc.

SECTION 4

PATIENT COUNSELING

The Albertson's pharmacy system alerts the pharmacist to serious drug interactions by automatically screening the patient's profile every time a new prescription is presented for filling. Such sophistication reduces the possibility of a patient being treated by more than one practitioner from receiving multiple prescriptions for the same drug or drugs from the same therapeutic class.

Each new prescription will be screened against all refillable prescriptions that are on the patient's profile. Potential interactions are identified and ranked by the drug interaction database according to severity. Based on this information, the Albertson's pharmacist can contact the prescribing Physician regarding all interactions that are potentially harmful to the patient's health. The system augments the pharmacy/patient counseling offered by the Albertson's pharmacist.

Patient counseling is a high priority at Albertson's, Inc. Industry studies indicate that approximate 50% of the 1.8 billion prescriptions dispensed annually in the U.S. are not taken correctly. As many as 30% of all refillable prescriptions are not refilled. The average patient cannot understand 97% of patient information materials, and patients forget 50% of the information physicians given to them about their medications.

Patient counseling will be conducted on a routine basis for all eligible recipients. Counseling will be performed by registered pharmacists only and would include the following:

- * Explanation of drug regimen and dosage.
- * Warnings regarding potential side effects.
- * Discussions regarding drug interactions and allergies.
- * We encourage inquires concerning general health-related questions and concerns which your plan member may have.

SECTION 5**VALUE ADDED SERVICES****NDC TRACKING**

Albertson's computer system allows us to track by National Drug Code number all patients who have received a particular medication. In the event of a FDA drug recall, this information provides us with the ability to notify the patient and/or physician with a corrective course of action.

GENERIC UTILIZATION

Albertson's is a firm believer in the savings resulting from the use of generic medications. Our pharmacy personnel maintain a "generic positive" attitude and are trained to present a clear picture about generic drugs to the patient. Our pharmacies traditionally perform at an above-average generic utilization level.

INFORMATION

We are committed to act as an information source to our patients. Pamphlets and booklets are available in our pharmacies for customer information and counseling.

HEALTH SCREENING

All Albertson's pharmacies have blood pressure machines located within the patient waiting area. Your eligible recipients may have their blood pressure taken free of charge.

SERVICE TO WILLIAMSON COUNTY

Albertson's Director of Managed Care operations, Larry Nappi would act as a direct liaison with Albertson's pharmacists.

SERVICE TO ELIGIBLE RECIPIENTS

Albertson's is committed to customer service and our company guidelines are to have all prescriptions filled within 15 minutes.

SECTION 6**PHARMACY NETWORK**

Albertson's, Inc., understands the importance of providing an adequate number of pharmacy locations to provide service for the Williamson County Purchasing Department recipients.

There are five Albertson's Pharmacies in Williamson County that are available to directly serve Williamson County Indigent program eligible recipients.

4018 4578033	Albertson's	(512) 250-1661	12860 Research Blvd.	Austin	TX	78750	Williamson
4052 4596396	Albertson's	(512) 335-2276	850 N. Bell Blvd.	Cedar Park	TX	78613	Williamson
4061 4599861	Albertson's	(512) 868-2202	610 N. Austin Ave.	Georgetown	TX	78626	Williamson
4085 4512059	Albertson's	(512) 250-9495	13401 U S Hwy 183 N	Austin	TX	78750	Williamson
4088 4503478	Albertson's	(512) 218-3304	220 North Interstate	Round Rock	TX	78681	Williamson

Albertson's Inc.

SECTION 7**FINANCIAL TERMS****PHARMACY REIMBURSEMENT**

Pharmacy will fill prescriptions for Williamson County Purchasing Department eligible recipients at the following reimbursement rate:

Brand and Generic Medications: AWP - 10% + \$ 1.50

*Average Wholesale Price (AWP) is as listed in by MediSpan for the standard package size

GENERIC POLICY

Whenever a generic equivalent is available and is legally substitutable, the pharmacy will encourage dispensing of the generic, unless the physician specifies brand only; in which case, the brand will be dispensed.

DAYS SUPPLY

Physician will dictate the number of day's supply for each medication. Maximum day supply can be expressed in the contract if so desired.

SECTION 8

REFERENCES

Woodgrain Millwork, Inc.
P.O. Box 566
Fruitland, Idaho 83619
Judi Stringer
(208) 452-3801 ext. 208

Pinellas County, Department of Social Services
1100 Cleveland Street, Suite 1500
Clearwater, Florida 33755
Evelyn Bethell
(727) 464-8444

Tri County Mental Health
3100 NE 83rd Street
Kansas City, Missouri 64119
Richard Odium
(816) 468-7088

Albertson's Inc.

SECTION 9
CORPORATE INFORMATION

ALBERTSON'S, INC.
A DELEWARE CORPORATION

Corporate Headquarters
250 Parkcenter Blvd.
P.O. Box 20
Boise, ID 83726
208/395-6200

Drug Division Office
15100 N. 90th Street
Scottsdale, Arizona 85260
480/767-4000

Federal Tax Identification Number: 820184434

**PRESCRIPTION BENEFIT
PROPOSAL
FOR
Williamson County
Indigent Program**

**Bid Opening 2 P.M. August 14, 2002
Bid Number 03WCA008**



**August 12, 2002
PREPARED BY
Larry Nappi**

Albertson's Inc.

Lisinopril/Lisinopril-HCTZ Conversion Report - By DPM

08/12/2002

July 27, 2002 - August 2, 2002

Week 3

DPM	Zestril/ Prinivil Scripts	Lisinopril Scripts	Total Scripts	Week 3 Gen%	Weeks 1-3 Gen%
FOY, J	28	406	434	94%	92%
WACHTER, P	28	343	371	92%	92%
SEIDLINGER, R	53	565	618	91%	92%
SHAPIRO, S	47	682	729	94%	91%
LARSON, C	43	370	413	90%	91%
JOHNSTON, M	41	549	590	93%	91%
MERRILL, K	56	569	625	91%	90%
CARLEN, J	39	468	507	92%	90%
PAVLUS, J	54	507	561	90%	89%
BERTAGNOLLI, M	22	234	256	91%	88%
MOUNTS, L	61	443	504	88%	88%
PAVUR, B	67	508	573	88%	88%
WILSON, T	48	389	437	89%	87%
MORRIS, K	61	390	451	86%	87%
BAKKE, B	92	617	709	87%	87%
COVEY, D	148	1,249	1,395	90%	87%
NACHOWIGZ, M	83	635	718	88%	87%
MCCALL, R	67	556	623	89%	86%
HANSON, S	65	481	546	88%	86%
KIM, P	166	984	1,150	86%	86%
WOODLAND, C	73	405	478	85%	86%
DIPASQUA, G	93	715	808	88%	86%
SCHOESSLER, R	23	181	204	89%	85%
GEE, B	99	552	651	85%	85%
CROSS, K	65	496	561	88%	85%
MOORE, L	125	656	781	84%	85%
HOGAN, H	63	403	466	86%	85%
KELLY, R	190	1,379	1,569	88%	85%
MULRYAN, S	102	800	902	89%	85%
PATEL, K	56	347	403	86%	84%
ROUSONELOS, T	228	1,623	1,851	88%	84%
TAYLOR, T	167	934	1,101	85%	84%
BOLIN, J	218	1,420	1,638	87%	84%
POLANSKY, G	86	520	606	86%	84%
HOWARD, R	58	288	346	86%	84%
CERTO, S	52	328	380	86%	84%
HOLLAND, H	151	828	979	85%	83%
JONES, A	342	2,357	2,699	87%	83%
MARASCO, A	51	252	303	83%	83%
SHARP, L	132	691	823	84%	83%
PATEL, S	223	1,134	1,357	84%	82%
REBER, D	216	945	1,161	81%	82%
HARTZ, P	141	724	865	84%	81%
STATLER, D	235	914	1,149	80%	80%
LEGORE, G	270	983	1,253	78%	80%
JAMES, E	287	934	1,221	76%	77%
HIRA, H	145	499	644	77%	77%
SAMPERE, R	62	192	254	76%	76%
COMPANY TOTAL	5,220	32,443	37,663	86%	85%

zestril - prinivil wk 03\By DPM

Lisinopril/Lisinopril-HCTZ Conversion Report - By DPM

08/12/2002

July 27, 2002 - August 2, 2002

Week 3

DPM	Zestril/ Prinivil Scripts	Lisinopril Scripts	Total Scripts	Week 3 Gen%	Weeks 1-3 Gen%
* Week 2 is first week in report for this DPM, cumulative Gen% is only for week 2					

August 12, 2002

Williamson County Auditor's Office
Attn: Ginny Atkinson - Purchasing
710 Main Street- Suite 303
Georgetown, Texas 78626

Dear Ms. Atkinson;

Albertson's, Inc., is pleased to submit a proposal to Williamson County Purchasing Department for the utilization of Albertson's pharmacies as a provider for the Williamson County Pharmacy Services for Indigent Care program. Our proposal is presented in the following manner:

Section 1	Letter of Agreement
Section 2	Williamson County Bid Form
Section 3	Executive Summary
Section 4	Patient Counseling
Section 5	Value Added Services
Section 6	Pharmacy Network
Section 7	Financial
Section 8	References
Section 9	Corporate Information

Albertson's, Inc., appreciates the opportunity to submit this proposal and to be considered as a pharmacy program manager for the Williamson County Pharmacy Services for Indigent Care program. Should you have any questions as you review this information, please feel free to contact me at (480) 767-4560.

Sincerely,

Larry Nappi, RPh.
Director of Managed Care Operations

Albertson's Inc.

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Albertson's Inc.

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P.O. Box 566
Fruitland, Idaho 83619
Judi Stringer
(208) 452-3801 ext. 208

Pinellas County, Department of Social Services
1100 Cleveland Street, Suite 1500
Clearwater, Florida 33755
Evelyn Bethell
(727) 464-8444

Tri County Mental Health
3100 NE 83rd Street
Kansas City, Missouri 64119
Richard Odium
(816) 468-7088

Albertson's Inc.

SECTION 9
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A DELEWARE CORPORATION

Corporate Headquarters
250 Parkcenter Blvd.
P.O. Box 20
Boise, ID 83726
208/395-6200

Drug Division Office
15100 N. 90th Street
Scottsdale, Arizona 85260
480/767-4000

Federal Tax Identification Number: 820184434

Bids 2002/2003

Pharmacy Services for Indigent Care

Wal-Mart Pharmacy
Round Rock

07/31/02 14:38 FAX

M010

LETTER OF AGREEMENT**PARTICIPATING PHARMACIES AND
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
COUNTY INDIGENT HEALTH CARE (CIHCP)**Wal-Mart Pharmacy #475
(Pharmacy name)2701 S IH35 Round Rock, TX 78664
(Address)

Agrees to Participate in the Williamson County Indigent Health Care Program, administered through the Williamson County and Cities Health District (WCCHD), Division of Social Services. The above named Pharmacy bids the following payment rate and agrees to charge this rate to the program:

Average Wholesale Price, minus 10%, plus a \$ 1.75 dispensing fee.

The Pharmacy agrees to price all bills by this formula before sending them to the Health District offices at 211 Commerce Cove #114, Round Rock, Texas 78664.

All bills submitted for payment must include the following:

- ◆ Client's name
- ◆ NDC#
- ◆ Drug name
- ◆ Drug manufacturer
- ◆ Quantity dispensed
- ◆ Name of prescribing physician
- ◆ Must be billed on a universal claim form or HCFA-1500 form

RECORDERS MEMORANDUM

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Each client will be assigned to the contracted pharmacy of their choice, as noted on the authorization letter they bring to the Pharmacy. There is a limit of three (3) prescriptions per month for CIHCP clients. Pharmacy must call to verify current client eligibility at time of service. (8-5, Monday through Friday)

WILLIAMSON COUNTY PHARMACY bills must be submitted within ninety-five (95) days of the date of service. Bills submitted after that time will be returned unpaid. WILLIAMSON COUNTY PHARMACY

Williamson County does not have on-line billing capabilities. All claims must be submitted on paper.

Pharmacy must be a Medicaid provider.

Health District staff will review all pharmacy bills and submit them to Williamson County for payment within thirty (30) days of receipt. Overpayments must be reimbursed rather than credited.

Contracts will be awarded based on the lowest and best overall bid submitted, as determined

PAGE 1 of 2

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by the review committee. All bids will be evaluated based upon

- Pricing
- Customer service history
- History of resolving billing issues
- Location

Williamson County reserves the right to award contracts to multiple vendors within a geographical service area. In the Round Rock service area, up to three (3) vendors will be selected. In the Georgetown service area, up to two (2) vendors will be selected. In the 183 Corridor service area, up to three (3) vendors will be selected. In the Taylor/Eastern Williamson County service area one (1) vendor will be selected. Selection by location will be based on the geographical location that best serves the client population.

Geographical area bidding Williamson County

Cancellation of Contract: Services not being performed in a satisfactory manner and bills not being submitted per the specifications shall be a basis for cancellation of the contract by Williamson County. Vendors will be given a reasonable opportunity before cancellation to correct the deficiencies. This contract may be cancelled by either party with a thirty (30) day written notice.

The term of this agreement is for one year, from October 1, 2002 through September 30, 2003, renewable annually for up to four years.

Pharmacy Representative Kevin James

Date 8/9/02

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

WAL-MART
PHARMACY

WAL-MART
PHARMACY

PAGE 2 of 2

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WILLIAMSON COUNTY PURCHASING DEPARTMENT

BID INSTRUCTIONS/REQUIREMENTS

BIDS must be received in the Williamson County Auditor's Office prior to 2:00 PM on Wednesday, August 14, 2002. At which time the Bids will be opened in the Commissioners' Courtroom on the 2nd floor of the County Courthouse. Bids received after that time will not be opened and will be considered void and unaccountable. As to each item bid, the Court may either reject all Bids or award a contract to the lowest and best Bid.

SEALED BIDS may be hand-delivered to:
Williamson County Auditor's Office
Attn: Ginny Alderson - Purchasing
Third (3rd) floor, Suite 303
Williamson County Courthouse (on the square)
710 Main St., Georgetown, Texas

OR
SEALED BIDS may be mailed to:
Williamson County Auditor's Office
Attn: Ginny Alderson - Purchasing
710 Main St. - Suite 303
Georgetown, Texas 78626

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT.

ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID MAY BE DEEMED NON RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.

ALL BIDS MUST BE SUBMITTED IN TRIPPLICATE (1 ORIGINAL COMPLETE BID SET & 2 COPIES - BID SETS MUST BE MARKED ORIGINAL OR COPY).

ALL BIDS MUST BE RETURNED IN A SEALED ENVELOPE, MARKED WITH THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME. IF AN OVERNIGHT DELIVERY SERVICE IS GOING TO DELIVER THE BID THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME MUST ALSO APPEAR ON THE OUTSIDE OF THE DELIVERY SERVICE ENVELOPE.

WILLIAMSON COUNTY AND ELECTRONIC MAIL TRANSMITTALS MUST BE ACCEPTED.

1. It is the intent of the Commissioners' Court to award contracts separately for each item, for each department, and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his bid to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner or Justice Precinct is a separate department.

(1) Unless the bid received expressly states that the bidder will accept only the award of all items proposed, each item in the bid will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the bid expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

Page 2 of 6

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RECORDERS MEMORANDUM

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separately for each different geographic area services by each department and the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the bid, shall be at the discretion of Commissioners' Court at the time a bid is awarded.

2. No more than one bid will be awarded for any item for a single department and area. All bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.
3. All of the items listed are to be Free On Board to final destination (FOB DESTINATION) with all transportation charges if applicable to be included in the price, unless otherwise specified in the invitation for bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
4. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2003. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or
5. At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional thirty six (36) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of forty eight (48) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Contractor may elect to terminate this agreement, with no additional liability to the County. The County and the Contractor agree that termination shall be the Contractor's sole remedy under this circumstance.
6. The estimated quantity of each item listed in the notice is only an estimate - the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.
7. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informality or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.
8. Awards should be made approximately four (4) weeks after the bid opening date. To obtain results, or if you have any questions, please contact Ginny Alderson at (512) 943-1554 or email at galderson@williamson-county.org.
9. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2002/September 30, 2003 fiscal year.
10. Late BID: Bids received after submission deadline will not be opened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier service, etc.
11. Altering BID: Bids cannot be altered or amended after submission deadline.

Page 3 of 8

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RECORDERS MEMORANDUM

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12. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.
13. Contract: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.
14. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various bid packages and or bid instructions/requirements.
15. Delivery Times and Locations: The commodity and/or service covered by this bid shall be as stated in the various bid packages.
16. Payments: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

(1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address

(2) County contract, Purchase Order, and/or delivery order number

(3) Identification of items or service as outlined in the contract

(4) Quantity or quantities, applicable unit prices, total prices, and total amount

(5) Any additional payment information that may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McGrick, 943-1558 or Kathy Blankenship, 943-1557.

17. Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
18. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.
19. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

WILL-SMART
FARMACY

- a. have adequate financial resources, or ~~WILL-SMART FARMACY~~ to obtain such resources as required;
- b. be able to comply with the required or proposed delivery schedule;
- c. have a satisfactory record of performance;
- d. be otherwise qualified and eligible to receive an award.

Williamson County may request ~~information and other information concerning the bidder's~~ ability to meet these minimum standards listed above.

20. References: Williamson County ~~REQUIRES~~ bidder to supply with this bid, a list of at least ~~three (3)~~ references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

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APPROVED
LEGAL DEPT.

RECORDERS MEMORANDUM

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clearly legible for satisfactory recordation.

07/31/02 14:34 FAX

10000

21. Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.
22. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
23. Contract Administration: Under this contract, Ginny Alderson, Assistant Purchasing Director, Williamson County Auditor's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder.
24. Purchase Order: A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.
25. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
26. BIDS MUST BE: legible and of a quality that can be reproduced.
27. BID forms that are included in the bid package shall be used. CHANGES to bid forms made by bidders shall DISQUALIFY THE BID. Exceptions to the bid forms and or specifications shall be made on an attachment to the bid package. Call Ginny Alderson (512) 843-1554 for explanation if exceptions are needed.
28. THE TEXAS HAZARD COMMUNICATION ACT, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.
29. THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY Under Revised Texas Hazard Communication Act (THCA) of 1993 states that it is the responsibility of all contractors/sub-contractor shall be responsible for the appropriate training of their employees. For a copy of the Williamson County Hazard Communication Program Policy contact the Williamson County Unified Road & Bridge System Safety/Training Coordinator at 512/930-3330. By submitting your bid to the County you are acknowledging that this policy is a part of this bid and that you will provide appropriate MSDS to the county work site and provide for appropriate training as applicable.

WILLIAMSON
COUNTY
PHARMACY

PUBLIC NOTICE
WILLIAMSON COUNTY
INVITATION FOR BIDS

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APPROVED
LEGAL DEPT.

RECORDERS MEMORANDUM

All or parts of the text on this page was not
clearly legible for satisfactory recordation.

The Williamson County Commissioner's Court invites the submission of sealed Bids for:

2003 FISCAL YEAR ANNUAL PURCHASES**INCLUDING BUT NOT LIMITED TO:**

Air conditioning/heating services, drugs/prescriptions for indigent care, landscape maintenance, ambulance-care 1, medical supplies for EMS, medical supplies for Jail, mhz radio repair services, and uniforms for law enforcement personnel.

Sealed Bids will be publicly opened and read aloud in the Williamson County Commissioner's Courtroom, 2nd Floor, Williamson County Courthouse, Georgetown, Texas on Wednesday, August 14, 2002 at 2:00 PM.

Detailed specifications may be obtained by calling Ginny Atkinson at (512) 943-1554 or by visiting the Williamson County Procurement web site.

<http://www.williamson-county.org/Procurement>

The Williamson County Commissioner's Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all Bids.

Issued by order of the Williamson County Commissioner's Court on July 16, 2002.
John C. Doerfler, County Judge.

WAL-MART
PHARMACY

WAL-MART
PHARMACY

Page 6 of 6

APPROVE
LEGAL DEPT

RECORDERS MEMORANDUM All or parts of the text on this page was not clearly legible for satisfactory recordation.

WILLIAMSON COUNTY BID FORM

PHARMACY SERVICES FOR INDIGENT CARE ANNUAL CONTRACT

BID NUMBER: 03WCA008

BID OPENING DATE & TIME: AUGUST 14, 2002 - 2:00 PM

CONTRACT PERIOD: OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Wal-Mart Pharmacy #475

Mailing Address: 2701 S. IH 35

City: Round Rock State: TX Zip: 78664

Email Address: _____

Telephone: (512) 244-9051 Fax: (512) 310-1326

Kevin James Date of BID: 8/9/02
Signature of Person Authorized to Sign Bid

Name and Title of Signer: KEVIN JAMES - National Accounts Manager
(Please Print or Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: _____ % _____ days. (If no discount is offered, Net 30 will apply.)

☒ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

☐ low item basis. (Will accept award on "any or all" items.)

List Additional Limitations if applicable: _____

WAL-MART
PHARMACY

WAL-MART
PHARMACY

**DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

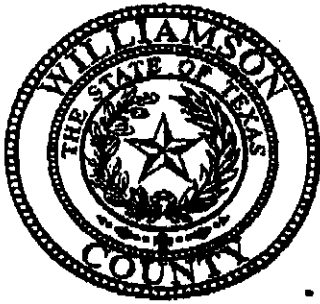
Page 8 of 8

APPROVE
8/9/02

Bids 2002/2003

Pharmacy Services for Indigent Care

Quick Pharmacy



**WILLIAMSON COUNTY AUDITOR'S OFFICE
PURCHASING DEPARTMENT
710 MAIN STREET - SUITE 303
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Procurement>

WILLIAMSON COUNTY PURCHASING DEPARTMENT

FORMAL REQUEST FOR BIDS

PHARMACY SERVICES FOR INDIGENT CARE ANNUAL CONTRACT

BID NUMBER: 03WCA008

BID OPENING DATE & TIME: AUGUST 14, 2002 – 2:00 PM

CONTRACT PERIOD: OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003

PURCHASING CONTACT	TECHNICAL CONTACT
Ginny Atkinson 710 Main Street – Suite 303 Georgetown, TX 78626 (512) 943-1554 gatkinson@williamson-county.org	Sharon Hinderer or Helen Klingensmith 211 Commerce Round Rock, TX 78664 (512) 248-3252

**FOR DETAILED SPECIFICATIONS AND QUESTIONS RELATING TO THE BIDDING PROCESS,
CONTACT GINNY ATKINSON.**

FOR TECHNICAL QUESTIONS CONTACT SHARON HINDERER OR HELEN KLINGENSMITH.

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WILLIAMSON COUNTY PURCHASING DEPARTMENT

BID INSTRUCTIONS/REQUIREMENTS

BIDS must be received in the Williamson County Auditor's Office prior to **2:00 PM on Wednesday, August 14, 2002**. At which time the Bids will be opened in the Commissioners' Courtroom on the 2nd floor of the County Courthouse. Bids received after that time will not be opened and will be considered void and unacceptable. As to each item bid, the Court may either reject all Bids or award a contract to the lowest and best Bid.

SEALED BIDS may be hand-delivered to:
Williamson County Auditor's Office
Attn: Ginny Atkinson - Purchasing
Third (3rd) floor, Suite 303
Williamson County Courthouse (on the square)
710 Main St., Georgetown, Texas
OR

SEALED BIDS may be mailed to:
Williamson County Auditor's Office
Attn: Ginny Atkinson - Purchasing
710 Main St. - Suite 303
Georgetown, Texas 78626

ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT.

ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID MAY BE DEEMED NON RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.

ALL BIDS MUST BE SUBMITTED IN TRIPLICATE (1 ORIGINAL COMPLETE BID SET & 2 COPIES – BID SETS MUST BE MARKED ORIGINAL OR COPY).

ALL BIDS MUST BE RETURNED IN A SEALED ENVELOPE, MARKED WITH THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME. IF AN OVERNIGHT DELIVERY SERVICE IS GOING TO DELIVER THE BID THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME MUST ALSO APPEAR ON THE OUTSIDE OF THE DELIVERY SERVICE ENVELOPE.

FACSIMILE AND ELECTRONIC MAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

1. It is the intent of the Commissioners' Court to award contracts separately for each item, for each department, and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his bid to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner or Justice Precinct is a separate department.

(1) Unless the bid received expressly states that the bidder will accept only the award of all items proposed, each item in the bid will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the bid expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

(3) Similarly, unless the notice or bid expressly states otherwise, bids will be considered separately for each distinct geographic area served by each department and will be awarded to the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the bid, shall be at the discretion of Commissioners' Court at the time a bid is awarded.

2. No more than one bid will be awarded for any item for a single department and area. All bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.
3. All of the items listed are to be Free On Board to final destination (FOB DESTINATION) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
4. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. **This price must be good from the date of bid opening for a fixed period of time. Unless the bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2003. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered.** The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.
5. At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional thirty six (36) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of forty eight (48) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Contractor may elect to terminate this agreement, with no additional liability to the County. The County and the Contractor agree that termination shall be the Contractor's sole remedy under this circumstance.
6. The estimated quantity of each item listed in the notice is only an estimate – the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.
7. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid if it shall deem to be in the best interest of Williamson County.
8. Awards should be made approximately four (4) weeks after the bid opening date. To obtain results, or if you have any questions, please contact Ginny Atkinson at (512) 943-1654 or email at gatkinson@williamson-county.org.
9. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2002/September 30, 2003 fiscal year.
10. Late BID: Bids received after submission deadline will not be opened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier service, etc.
11. Altering BID: Bids cannot be altered or amended after submission deadline.

12. **Sales Tax:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.
13. **Contract:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.
14. **Changes:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various bid packages and or bid instructions/requirements.
15. **Delivery Times and Locations:** The commodity and/or service covered by this bid shall be as stated in the various bid packages.
16. **Payments:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:
- (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address
 - (2) County contract, Purchase Order, and/or delivery order number
 - (3) Identification of items or service as outlined in the contract
 - (4) Quantity or quantities, applicable unit prices, total prices, and total amount
 - (5) Any additional payment information that may be called for by the contract
- Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKittrick, 943-1558 or Kathy Blankenship, 943-1557.
17. **Conflict of Interest:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
18. **Ethics:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.
19. **Minimum Standards for Responsible Bidders:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- a. have adequate financial resources, or the ability to obtain such resources as required;
 - b. be able to comply with the required or proposed delivery schedule;
 - c. have a satisfactory record of performance;
 - d. be otherwise qualified and eligible to receive an award.
- Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
20. **References:** Williamson County **REQUIRES** bidder to supply with this bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

21. Bidder shall: provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.
22. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
23. Contract Administration: Under this contract, Ginny Atkinson, Assistant Purchasing Director, Williamson County Auditor's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder.
24. Purchase Order: A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.
25. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
26. BIDS MUST BE: legible and of a quality that can be reproduced.
27. BID forms that are included in the bid package shall be used. **CHANGES to bid forms made by bidders shall DISQUALIFY THE BID.** Exceptions to the bid forms and or specifications shall be made on an attachment to the bid package. Call Ginny Atkinson (512) 943-1554 for explanation if exceptions are needed.
28. **THE TEXAS HAZARD COMMUNICATION ACT**, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.
29. **THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY** Under Revised Texas Hazard Communication Act (THCA) of 1993 states that it is the responsibility of all contractor/sub-contractors who bring hazardous chemicals onto county property to provide appropriate MSDS to the county at the work site. When exposure to a hazardous chemical is expected each contractor/sub-contractor shall be responsible for the appropriate training of their employees. For a copy of the Williamson County Hazard Communication Program Policy contact the Williamson County Unified Road & Bridge System Safety/Training Coordinator at 512/930-3330. By submitting your bid to the County you are acknowledging that this policy is a part of this bid and that you will provide appropriate MSDS to the county work site and provide for appropriate training as applicable.

**PUBLIC NOTICE
WILLIAMSON COUNTY
INVITATION FOR BIDS**

The Williamson County Commissioner's Court invites the submission of sealed Bids for:

2003 FISCAL YEAR ANNUAL PURCHASES

INCLUDING BUT NOT LIMITED TO:

Air conditioning/heating services, drugs/prescriptions for indigent care, landscape maintenance, ambulance-class 1, medical supplies for EMS, medical supplies for Jail, mhz radio repair services, and uniforms for law enforcement personnel.

Sealed Bids will be publicly opened and read aloud in the Williamson County Commissioner's Courtroom, 2nd Floor, Williamson County Courthouse, Georgetown, Texas on Wednesday, August 14, 2002 at 2:00 PM.

Detailed specifications may be obtained by calling Ginny Atkinson at (512) 943-1554 or by visiting the Williamson County Procurement web site.

<http://www.williamson-county.org/Procurement>

The Williamson County Commissioner's Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all Bids.

**Issued by order of the Williamson County Commissioner's Court on July 16, 2002.
John C. Doerfler, County Judge.**

WILLIAMSON COUNTY BID FORM
PHARMACY SERVICES FOR INDIGENT CARE ANNUAL CONTRACT

BID NUMBER: 03WCA008

BID OPENING DATE & TIME: AUGUST 14, 2002 - 2:00 PM

CONTRACT PERIOD: OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Quick PharmacyMailing Address: 701 E. Palm & Valley Blvd.
City: Round Rock State: TX Zip: 78664

Email Address: _____

Telephone: (512) 255-2144 Fax: (512) 255-2422Signature of Person Authorized to Sign BID: Bob McGahay Date of BID: 8-12-02Name and Title of Signer: Bob McGahay President
(Please Print or Type)**PLEASE COMPLETE THE FOLLOWING:**Prompt Payment Discount: % days. (If no discount is offered, Net 30 will apply.)☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☒ low item basis. (Will accept award on "any or all" items.)

List Additional Limitations if applicable: _____

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

LETTER OF AGREEMENT**PARTICIPATING PHARMACIES AND
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
COUNTY INDIGENT HEALTH CARE (CIHCP)**Quick Pharmacy
(Pharmacy name)701 E. Palm Valley Blvd
Round Rock, Tx 78664
(Address)

Agrees to Participate in the Williamson County Indigent Health Care Program, administered through the Williamson County and Cities Health District (WCCHD), Division of Social Services. The above named Pharmacy bids the following payment rate and agrees to charge this rate to the program:

Average Wholesale Price, minus 10%, plus a \$ 2.00 dispensing fee.

The Pharmacy agrees to price all bills by this formula before sending them to the Health District offices at 211 Commerce Cove #114, Round Rock, Texas 78664.

All bills submitted for payment must include the following:

- ◆ Client's name
- ◆ NDC#
- ◆ Drug name
- ◆ Drug manufacturer
- ◆ Quantity dispensed
- ◆ Name of prescribing physician
- ◆ Must be billed on a universal claim form or HCFA-1500 form

Each client will be assigned to the contracted pharmacy of their choice, as noted on the authorization letter they bring to the Pharmacy. There is a limit of three (3) prescriptions per month for CIHCP clients. Pharmacy must call to verify current client eligibility at time of service. (8-5, Monday through Friday)

All bills must be submitted within ninety-five (95) days of the date of service. Bills submitted after that time will be returned unpaid.

Williamson County does not have on-line billing capabilities. All claims must be submitted on paper.

Pharmacy must be a Medicaid provider.

Health District staff will review all Pharmacy bills and submit them to Williamson County for payment within thirty (30) days of receipt. Overpayments must be reimbursed rather than credited.

Contracts will be awarded based on the lowest and best overall bid submitted, as determined

by the review committee. All bids will be evaluated based upon

- Pricing
- Customer service history
- History of resolving billing issues
- Location

Williamson County reserves the right to award contracts to multiple vendors within a geographical service area. In the Round Rock service area, up to three (3) vendors will be selected. In the Georgetown service area, up to two (2) vendors will be selected. In the 183 Corridor service area, up to three (3) vendors will be selected. In the Taylor/Eastern Williamson County service area one (1) vendor will be selected. Selection by location will be based on the geographical location that best serves the client population.

Geographical area bidding

Round Rock

Cancellation of Contract: Services not being performed in a satisfactory manner and bills not being submitted per the specifications shall be a basis for cancellation of the contract by Williamson County. Vendors will be given a reasonable opportunity before cancellation to correct the deficiencies. This contract may be cancelled by either party with a thirty (30) day written notice.

The term of this agreement is for one year, from October 1, 2002 through September 30, 2003, renewable annually for up to four years.

Pharmacy Representative

Bob McCoskey

Date

8-12-02


Bids 2002/2003

Pharmacy Services for Indigent Care

Pfennig Prescription Pharmacy

WILLIAMSON COUNTY BID FORM**PHARMACY SERVICES FOR INDIGENT CARE ANNUAL CONTRACT****BID NUMBER: 03WCA008 BID OPENING DATE & TIME: AUGUST 14, 2002 - 2:00 PM****CONTRACT PERIOD: OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003**

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: PFENNIG PRESCRIPTION PHARMACY**Mailing Address:** 511 N. MAIN ST. P.O. Box 1139**City:** TAYLOR **State:** TX **Zip:** 76574**Email Address:** JOHANNETTE (a) TOTAL ACCESS . NET**Telephone:** (512) 352-5233 **Fax:** (512) 352-9456
Signature of Person Authorized to Sign BID **Date of BID:** 8-5-02**Name and Title of Signer:** JOHANNETTE DELEON PRESIDENT
(Please Print or Type)**PLEASE COMPLETE THE FOLLOWING:****Prompt Payment Discount:** _____ % _____ days. (If no discount is offered, Net 30 will apply.)☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☐ low item basis. (Will accept award on "any or all" items.)**List Additional Limitations if applicable:** _____

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

Page 2 of 6

Pfennig's PRESCRIPTION PHARMACY, INC.

LETTER OF AGREEMENT

PARTICIPATING PHARMACIES AND WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT COUNTY INDIGENT HEALTH CARE (CIHCP)

PFENNIG PRESCRIPTION PHARMACY 511 N. MAIN ST.
(Pharmacy name) (Address)
TAYLOR, TX 76574

Agrees to Participate in the Williamson County Indigent Health Care Program, administered through the Williamson County and Cities Health District (WCCHD), Division of Social Services. The above named Pharmacy bids the following payment rate and agrees to charge this rate to the program:

Average Wholesale Price, minus 10%, plus a \$ 0 dispensing fee.

The Pharmacy agrees to price all bills by this formula before sending them to the Health District offices at 211 Commerce Cove #114, Round Rock, Texas 78664.

All bills submitted for payment must include the following:

- ◆ Client's name
- ◆ NDC#
- ◆ Drug name
- ◆ Drug manufacturer
- ◆ Quantity dispensed
- ◆ Name of prescribing physician
- ◆ Must be billed on a universal claim form or HCFA-1500 form

Each client will be assigned to the contracted pharmacy of their choice, as noted on the authorization letter they bring to the Pharmacy. There is a limit of three (3) prescriptions per month for CIHCP clients. Pharmacy must call to verify current client eligibility at time of service. (8-5, Monday through Friday)

All bills must be submitted within ninety-five (95) days of the date of service. Bills submitted after that time will be returned unpaid.

Williamson County does not have on-line billing capabilities. All claims must be submitted on paper.

Pharmacy must be a Medicaid provider.

Health District staff will review all Pharmacy bills and submit them to Williamson County for payment within thirty (30) days of receipt. Overpayments must be reimbursed rather than credited.

PAGE 1 of

Pfennig's PRESCRIPTION PHARMACY, INC.

Contracts will be awarded based on the lowest and best overall bid submitted, as determined by the review committee. All bids will be evaluated based upon

- Pricing
- Customer service history
- History of resolving billing issues
- Location

Williamson County reserves the right to award contracts to multiple vendors within a geographical service area. In the Round Rock service area, up to three (3) vendors will be selected. In the Georgetown service area, up to two (2) vendors will be selected. In the 183 Corridor service area, up to three (3) vendors will be selected. In the Taylor/Eastern Williamson County service area one (1) vendor will be selected. Selection by location will be based on the geographical location that best serves the client population.

Geographical area bidding Taylor/Eastern Williamson Co.

Cancellation of Contract: Services not being performed in a satisfactory manner and bills not being submitted per the specifications shall be a basis for cancellation of the contract by Williamson County. Vendors will be given a reasonable opportunity before cancellation to correct the deficiencies. This contract may be cancelled by either party with a thirty (30) day written notice.

The term of this agreement is for one year, from October 1, 2002 through September 30, 2003, renewable annually for up to four years.

Pharmacy Representative Shante DeLeon

Date 8-5-02

AGENDA ITEM 33

Consider authorizing an exemption for the purchase of road material from the City of Austin.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To authorize an exemption for the purchase of road material from the City of Austin.

Vote: 5 - 0

AGENDA ITEM 34

Discuss and consider setting date to receive bids for the Courts Annex Expansion.

Ed Lee said that he would bring this back to the court next week, due to some changes in management at the architectural firm involved in the project.

No action was taken on this agenda item, which will be added to the August 27, 2002 agenda.

AGENDA ITEM 35

Consider approving change order for fiber optic cabling in House of Hatten property.

ITS Director Jay Schade stated that the reason for the change order is to add the House of Hatten building to the route for the fiber optic cabling. He said that the total change order amount is \$17,156.42: \$13,029.42 for Verizon to run the cabling, and \$4,127.00 for a Cisco switch.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve a change order for fiber optic cabling for the House of Hatten building.

Vote: 5 - 0

< Attachment >