COMMONWEALTH OF VIRGINIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
(DBHDS)
Office of Administrative Services

NOTICE #002 CONTRACT AWARD
OCTOBER 26, 2011

CONTRACT: Temporary Pharmacist Services

AUTHORIZED USERS: All DBHDS Facilities. Commonwealth of Virginia state and local agencies may be added as users of this contract from time to time by written notification issued by DBHDS to the Contractors and the Users.

CONTRACT PERIOD: October 3, 2011 through October 2, 2012.

CONTRACTORS:

Contract # 720C-04293-11R01
ALMR, Inc.
5493 Glenthorne
Rosedale, MD 21237
DMBE Certification# 665285 (Small & Minority Business)
eVA ID: VS0000030359
VA SCC ID: F1876996
FIN: 27-3066997
Contacts: Hannah Rogers 757-560-3397
Hrogers@alastminuteresource.com
Loria Suggs 757-565-3085
Lsuggs@alastminuteresource.com
Lea Thompson 410-725-1961
Lthompson@alastminuteresource.com
To reach each one toll free 877-437-5987

Contract # 720C-04293-11R02
AHS PharmStat, LLC
2801 Coltrane Place, Suite 3
Edmond, OK 73034
DMBE Certification# 693815 (Small Business)
eVA ID: VS0000076574
VA SCC ID: T046500-7
FIN: 27-2288946
Phone: 877-309-3546 FAX: 405-509-6204
Contact: Joe Hill
jhill@ahspharmstat.com

Contract # 720C-04293-11R03
RPh on the Go USA
5510 Howard Street
Skokie, IL 60077
eVA ID: E65799
VA SCC ID: F1683939
FIN: 36-3857964
Phone: 800-553-7359 FAX: 847-982-7402
Contact: Rob Goldstein
rob.goldstein@rphonthego.com

Contract # 720C-04293-11R04
The Validus Group, Inc.
d/b/a AHR Pharmacy Solutions
1 Orchard Road, Suite 215
Lake Forest, CA 92630
eVA ID: VS0000081427
VA SCC ID: F1875592
FIN: 27-2399956
Phone: 949-457-7605 ext. 103
Contact: Erik Perkins
Erik.Perkins@AHRprofessionals.com

Contract # 720C-04293-11R05
Health Research Associates Corp
d/b/a Pharmacy Resources Network, Inc.
2959 Cherokee Street, Suite 203
Kennesaw, GA 30144-6522
DMBE Certification# 693990 (Small Business)
eVA ID: VS0000076466
VA SCC ID: F1876988
FIN: 58-1829881
Contacts: Patty Brake 866-613-6280
Patty.brake@rphprnusa.com
Eric Lurie 866-601-9461
Eric.Lurie@rphprnusa.com

TERMS: Net 30 days

CONTRACT RENEWALS: This contract may be renewed by the Department of Behavioral Health and Developmental Services, upon mutual written agreement for up to five successive one-year periods.

NOTE THE FOLLOWING INFORMATION AND INSTRUCTIONS FOR USE OF THIS CONTRACT ARE CONTAINED WITHIN THE CONTRACT DOCUMENT

- **Use of Contract**
- **Contractors Requirements**
- **Terms and Conditions**

When requesting services, Purchasing Agencies must contact each of the five Contractors at the same time to request a "Placement Package" for their review.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT
Contract # 720C-0423-11R
Temporary Pharmacist Services

This contract entered into this 3rd day of October, 2011, by Contractor, hereinafter referred to as "Contractor" and Commonwealth of Virginia, Department of Behavioral Health and Developmental Services (DBHDS), P.O. Box 1797, Richmond, Virginia 23218, hereinafter referred to as "DBHDS". DBHDS shall be defined to include Central Office and the following facilities:

Central Virginia Training Center

Southeastern Virginia Training Center

Southside Virginia Training Center

Southwestern Virginia Training Center

Catawba Hospital

Southern Virginia Mental Health Institute

Western State Hospital

Commonwealth Center for Children & Adolescents

Central State Hospital

Southwestern Virginia Mental Health Institute

Eastern State Hospital

Northern Virginia Mental Health Institute

Northern Virginia Training Center

Piedmont Geriatric Hospital

Hiram Davis Medical Center

Virginia Center for Behavioral Rehabilitation

PERIOD OF PERFORMANCE: From October 3, 2011 through October 2, 2012. Contract may be renewed for five (5) additional one (1) year periods upon mutual written agreement of both parties.

1.0 SCOPE OF WORK:

The Contractor(s) shall be responsible for providing temporary pharmacy personnel, (pharmacists, and certified pharmacy technicians), as required, upon request from the Purchasing Agencies, under the conditions itemized below:

1.1 PHARMACISTS: Pharmacists must be able to provide pharmaceutical care, in accordance with stated credentials, to patients within the framework of the Purchasing Agency's Pharmacy staff by-laws and hospital manual and consistent with the Purchasing Agency's policies and procedures. It is preferred that pharmacists be Pharm.D's. Services rendered must be consistent with the State Board of Pharmacy, CMS, The Joint Commission and any other relevant policies, guidelines and standards as determined by the Purchasing Agency. The Purchasing Agency will perform National Practitioner Database check on all pharmacists presented to the Purchasing Agency for placement consideration.

1.2 PHARMACY TECHNICIANS: Pharmacy Technicians must be able to provide pharmaceutical care, in accordance with stated credentials, to patients within the framework of the Purchasing Agency's Pharmacy staff by-laws and hospital manual and consistent with the Purchasing Agency's policies and procedures. Pharmacy Technicians must hold an active C.PhT certification. Services rendered must be consistent with the State Board of Pharmacy, CMS, The Joint Commission and any other relevant policies, guidelines and standards as determined by the Purchasing Agency.

1.3 GENERAL: The contractor shall provide pharmacists and or certified pharmacy technician services for each type of facility/hospital in accordance with all applicable laws and regulations, including, but not limited to:

1) Federal
2) State
3) The Joint Commission (formerly the Joint Commission for the Accreditation of Health Care Organizations (JCAHO))
4) DBHDS
5) Centers for Medicare and Medicaid Services (CMS)
6) Health Insurance Portability and Accountability Act (HIPAA) privacy regulations in a psychiatric hospital, intermediate care facility-mental retardation (ICF/MR) facility, skilled nursing facility, and other units within a facility/hospital
7) Medicaid

1.4 FACILITY REQUIREMENTS:

1.4.1 All the contractor's personnel must observe all regulations in effect at each facility/hospital. While on State property, the contractor's personnel shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State. The contractor or its personnel shall not represent themselves as employees of the State. Wearing a badge required by the facility/hospital shall not be construed to be representation as an employee of the State.

1.4.2 The State facility Pharmacy Director and or the DBHDS Contract Administrator may request the contractor to remove from a State facility/hospital any temporary employee who is determined to be incompetent, is prone to excessive tardiness, exhibits excessive absenteeism, is convicted of theft, or for any other reason that is deemed necessary and appropriate for the protection of the clients/residents.

1.4.3 The contractor shall require all its employees to dress professionally during the time they are at the facility/hospital.

1.4.4 The contractor shall require its employees to comply with all instructions issued by DBHDS, pertaining to conduct and building regulations including reporting abuse, neglect, mistreatment, and misconduct.

1.4.5 For each facility/hospital, the contractor shall provide the name and contact information (home or cell phone number) of the supplied staff to the Pharmacy Director.

1.4.6 Pharmacy personnel shall be:

- Free from mental or physical impairments that would restrict the individual from performing the services required.
- On an annual basis, submit to a Purified Protein Derivative (PPD) reading or evaluation if known PPD reactor, administered by the facility.
- Speak, understand, read and write the English language fluently.
- Submit to a drug test, administered through the facility.
- Submit to finger printing and background check, administrated through the facility.

1.5 REQUESTING SERVICES:

When requesting services, Purchasing Agencies shall contact **at the same time each Contractor** that has been awarded a contract resulting from this solicitation and request the Contractors to provide a "Placement Package" to the Purchasing Agency for review. A separate placement package shall be submitted for each pharmacist offered. The placement package must be provided to the Purchasing Agency within the specified response time (usually three to seven calendar days) unless conditions at the Purchasing Agency to specify a shorter response time. Placement packages should be presented only for pharmacist who have agreed to accept the assignment if chosen.

The placement package shall consist of, at a minimum, the following pharmacist specific information. (Purchasing Agencies may request additional information as required.)

- Name.
- Training (copy of certificates).
  - Location.
  - Type.
- Current Virginia Pharmacist license (copy of certificate).
  - Restrictions.
  - License history in all states, commonwealth or territories.
- Virginia Pharmacy Technician Certificate (copy of certificate).
- Contractor's federal tax identification number.
- Pharmacist's and/or certified pharmacy technician's SSN.
- Complete employment history and explanation for any gaps in employment. The Agency reserves the right to conduct reference checks on any potential candidate of the program.
- Previously successful or currently pending challenges to any licensure or any registration or voluntary relinquishment of such licensure/registration.
- Involvement in a professional liability action, present or past, and any final judgment or settlements of any such action.
- Three letters of reference for the potential candidate.

1.6 EVALUATION OF "PLACEMENT PACKAGES" BY PURCHASING AGENCIES:

1.6.1 References: The Purchasing Agency reserves the right to conduct reference checks and background investigations on any pharmacist or certified pharmacy technician presented by the Contractor(s). The Purchasing Agency may interview and approve or disapprove any pharmacist or certified pharmacy technicians supplied by the Contractor and shall have the right at any time to determine unacceptable any pharmacists or certified pharmacy technician

supplied by the Contractor with or without cause. If termination is a result of causes related to conduct, unsatisfactory job performance or conditions of inadequate credentials, the terminated the pharmacist or certified pharmacy technicians will be removed and replaced by the Contractor at no additional cost to the Purchasing Agency. In cases of below average job performance, the Purchasing Agency and the Contractor may agree on a plan to address the performance issues, to include removal and replacement if interventions are not successful.

1.6.2 Comparison: The Purchasing Agency will compare all placement packages received from the Contractors and determine the most appropriate pharmacist or certified pharmacy technician that meets the Purchasing Agency's needs. The Purchasing Agency will make their decision based upon information such as: (1) experience of pharmacist or certified pharmacy technician; (2) references; (3) Contractor's Daily Rate and Half –Day Rate; (4) availability of the pharmacist or certified pharmacy technician and (5) other considerations. **If all of these factors are equal, the lowest total cost will be the determining factor.**

1.6.3 Contractor Evaluation: The Purchasing Agency will be expected to report to the DBHDS Office of Administrative Services on the responsiveness of contractor providers for each request for a pharmacist or certified pharmacy technician. Included in this report will be the names of any contract provider that was not able to provide a placement package as well any contract provider that submitted a placement package for a physician who, once chosen, did not accept the assignment. Consistent failure of a contractor to provide adequate response to requests by purchasing agencies may result in either cancellation or non-renewal of their contract.

1.7 WORKING HOURS: The Purchasing Agencies will determine working hours. The working hours, at most facilities, are 8:00 am to 5:00 pm. The Purchasing Agency will be expected to indicate the anticipated working hours and conditions at the time that services are requested. The required working hours may be changed by circumstances at the facility.

1.8 EXPENSES DUE TO CANCELLATION: Should any pharmacist or certified pharmacy technician cancel services after review of credentials and acceptance/scheduling by the Purchasing Agency, the Contractor will reimburse the Purchasing Agency for all out-of-pocket expenses associated with acceptance/scheduling.

1.9 TRANSPORTATION: The Contractor shall provide all transportation to and from Purchasing Agency site and all local transportation during the assignment.

1.10 LOCAL HOUSING: The Contractor shall arrange and be responsible for providing local housing for the pharmacist or certified pharmacy technician during the period of service. As an option, the Purchasing Agency may offer housing and, if acceptable to the Contractor and the pharmacist or certified pharmacy technician, no charge for housing shall be included in the Daily Rate or Half-Day Rate.

1.11 TRAINING: The Contractor shall make the pharmacist or certified pharmacy technician available, as the Purchasing Agency requires, for orientation and training in the Purchasing Agency's policies and procedures, rules and regulations.

1.12 CONTRACT COORDINATOR: The Contractor shall assign a Coordinator to handle and assist in any and all scheduling, billing and problem solving.

1.13 QUALITY OF CARE: The Contractor and pharmacists or certified pharmacy technicians shall consistently make every effort to ensure quality care is being provided. Furthermore, they shall work toward providing efficient and effective care, supporting or contributing to cost containment initiatives established at the site of work.

1.14 ASSIGNMENTS PAST CONTRACT END DATE: Any ongoing assignment, where the facility need for the assignment continues past the contract end date, may continue past the specified contract date until that assignment is completed. This only applies if the person filling the assignment remains on the assignment. Once the person on assignment discontinues the assignment, the assignment ends and a new person must be provided from the list of the contractors from the new contract.

1.15 REPORTING AND DELIVERY REQUIREMENTS: Contractors shall provide to DBHDS, upon request, reports that, at a minimum, include the following data for placement made under a contract resulting from this solicitation:

- Name of Pharmacist and or Pharmacy Technician Placed
- Location of placement
- Dates of Service
- Total days of service billed.

1.16 ANNUAL REVIEW: DBHDS reserves the right to review the performance of each contract provider on an annual basis and cancel the contract with any contractor that, in the judgment of the DBHDS, has consistently failed to offer an acceptable "Placement Package" when requested. In conducting this review, DBHDS will take into consideration failures caused by factors such as inadequate time provided for contractors to submit Placement Packages.

2.0 INDEPENDENT CONTRACTORS: Any Pharmacist or Certified Pharmacy Technician referred by the Contractor under this contract shall be recognized as an "Independent Contractor" and is not considered as an agent, subcontractor, or employee of the Contractor nor of DBHDS.

3.0 GENERAL TERMS AND CONDITIONS

3.1 VENDOR'S MANUAL: This contract is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under manuals. The appeals procedures set forth in the DBHDS Departmental Instruction 810 (ADM) 07 are applicable to these contractual services. A copy of these Instructions is available for review in the offices of the DBHDS.

3.2. APPLICABLE LAW AND COURTS: This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendor's Manual. The contractor shall comply with applicable federal, state and local laws and regulations.

3.3. ANTI-DISCRIMINATION: Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

3.3.1 During the performance of this contract, the contractor agrees as follows:

3.3.1.1 Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3.3.1.2 Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

3.3.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

3.3.2. Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.4. ETHICS IN PUBLIC CONTRACTING: Contractor certifies that their contract is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3.5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

3.6. DEBARMENT STATUS: Contractor certifies that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

37. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

3.8. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS AND ANTITRUST shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

3.9. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of DBHDS.

3.10. CHANGES TO THE CONTRACT: Changes can be made to the Contract by written mutual agreement signed by both parties.

3.11. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, DBHDS, after due oral or written notice, may procure them from other sources with no further obligations to the Contractor. This remedy shall be in addition to any other remedies, which DBHDS may have.

3.12. DRUG FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or

purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.13. NONDISCRIMINATION OF CONTRACTORS: Contractor shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

3.14 EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Contractors must register in eVA.

3.14.1 eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

3.14.2 eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

The Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

4.0 SPECIAL TERMS AND CONDITIONS:

4.1. ADVERTISING: Contractor shall give no indication of such sales or services to the DBHDS will be used in product literature or advertising. Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

4.2. AUDIT: Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

4.3. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the public body shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4.4. CANCELLATION OF CONTRACT: The DBHDS reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

4.5. PRIME CONTRACTOR RESPONSIBILITIES: Contractor shall be responsible for completely supervising and directing the work under this contract for any and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

4.6. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of DBHDS. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish DBHDS the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

4.7. RENEWAL OF CONTRACT: This contract may be renewed by DBHDS for 5 successive one year periods,, under the terms and conditions of the original contract except as stated in 4.7.1 and 4.7.2 below. Price increases may be negotiated only at the time of renewal. Written notice of DBHDS' intention to renew will be given approximately 90 days prior to the expiration date of each contract period.

4.7.1 If the DBHDS elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **Professional Services** under Medical Care category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

4.7.2 If during any subsequent renewal periods, DBHDS elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **Professional Services** under Medical Care category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

4.8. AUTHORITIES: Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Work contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the express written consent of the DBHDS, except as specified herein.

4.9. CRIMINAL HISTORY: The Purchasing Agency reserves the right to restrict activities required to provide these services herein to only persons who are without criminal convictions. This restriction shall not relieve the Contractor or Subcontractors of any requirements herein. Upon request of the Purchasing Agency, the contractor shall obtain and provide a criminal history background check on any persons assigned to this contract. The Purchasing Agency, at its sole decision, may determine that an individual possessing a criminal conviction poses no risk or threat to the agency, its employees, and clients, and may waive the restriction on a case-by-case basis. Section 37.1-20.3 of the *Code of Virginia* lists certain criminal convictions for which no waiver can be granted.

4.10. CONTRACT MANAGEMENT AND ADMINISTRATION: A primary contract administrator will be appointed by DBHDS, Office of Administrative Services, who will be responsible for monitoring and evaluating contractor performance. Only the DBHDS Office of Administrative Services may authorize any changes to the contract that modify, in a material fashion, the cost, terms and conditions, scope of work or delivery of services to be provided under the contract.

4.11. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The contract will result in multiple purchase orders with the eVA transaction fee specified below assessed for each order.

Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.
(ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

4.12. AQUIRING SERVICES OUTSIDE OF CONTRACT:

If after a request for services is issued by the facility to all contractors and no available and qualified Pharmacist or Pharmacy Technician was referred in a Placement Package within the required time and accepted by the facility, the facility procurement officer reserves the right to solicit the required services outside this contract following the required procurement laws and regulations for this type of service.

4.13. NO PLACEMENT FEES ALLOWED: If a person submits a state application for a job that is advertised as open to the general public and that person is selected through the State's normal selection and hiring process, the State will not pay any placement fees for that person.

4.14 **INSURANCE:** By signing this contract, Contractor certifies it will have the following insurance coverages at the time the contract is awarded. Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

4.14.1 Worker's Compensation - Statutory requirements and benefits. Coverage is compensatory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

4.14.2 Employers Liability - $100,000.

4.14.3 Commercial General Liability - $3,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. **The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.**

4.14.4 Automobile Liability - $1,000,000 – per occurrence

Profession/Service	**Limits**
Health Care Practitioner (to include Pharmacists.)	$2,000,000 per occurrence, $3,000,000 aggregate

This complies with §8.01-581.15 of the *Code of Virginia*.

4.16. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a Contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to provide the identification number issued to it by the State Corporation Commission (SCC). Any Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to provide a statement describing why the Contractor is not required to be so authorized.
Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the contract execution stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Contractor was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

5.0 PRICING SCHEDULE: The total invoice cost, or Daily Rate, of a Pharmacist or Certified Pharmacy Technician shall be all-inclusive and shall constitute the entire daily cost to the Purchasing Agency.

CONTRACTOR	**ALMR Inc.**	**AHS PharmStat, LLC**	**RPh on the Go**	**AHR Pharmacy Solutions**	**Pharmacy Resources Network, Inc.**
PHARMACIST					
DAILY RATE	$760.00	$698.40	$685.76	$672.00	$640.00
HALF-DAY RATE	380.00	$349.20	$342.88	$336.00	$328.00
OVERTIME PER HR RATE	95.50	$99.50	$128.58	$100.80	$88.00
PER DAY DEDUCTION FROM DAILY RATE PROVIDING HOUSING	$90.00	$81.00	$0	$88.00	$40.00
PER DAY DEDUCTION FROM HALF-DAY RATE PROVIDING HOUSING	$0	$40.50	$0	$42.00	$20.00
CERTIFIED PHARMACY TECHNICIAN					
DAILY RATE	$360.00	$262.42	$248.00	$280.00	$240.00
HALF-DAY RATE	$180.00	$131.21	$124.00	$140.00	$124.00
OVERTIME PER HR RATE	$45.00	$38.75	$46.50	$42.00	$32.00
PER DAY DEDUCTION FROM DAILY RATE PROVIDING HOUSING	$40.00	$81.00	$0	$88.00	$40.00
PER DAY DEDUCTION FROM HALF-DAY RATE PROVIDING HOUSING	$0	$40.50	$0	$42.00	$20.00

6.0 METHOD OF PAYMENT: INVOICES - Contractor shall invoice each Purchasing Agency monthly for all services rendered during the specified time period. The Contractor will be paid on the basis of invoices submitted. Each invoice shall state the specific services rendered, dates of services and itemized cost for each service. Payments shall be made in accordance with the Virginia Prompt Payment Act.