

## Solicitation 09WS0001

# Emergency Pharmacy and Delivery Services at the West Los Angeles Veterans Home

State of California

**Bid 09WS0001**  
**Emergency Pharmacy and Delivery Services at the West Los Angeles Veterans Home**

Bid Number	09WS0001
Bid Title	Emergency Pharmacy and Delivery Services at the West Los Angeles Veterans Home
Bid Start Date	Jun 25, 2009 8:04:11 AM PDT
Bid End Date	Aug 14, 2009 3:00:00 PM PDT
Bid Contact	Keith Wynkoop 916-653-2621 keith.wynkoop@cdva.ca.gov

**Standard Disclaimer**      The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

**Description**

Bidder must be able to deliver prescription drugs to the Home within 4 hours after receipt of order on a 24 hours-per-day, seven days per week basis. The West Los Angeles California Veterans Home is located at 800 Bringham Avenue, Los Angeles, CA 90049.

Invitation for Bid  
09WS0001 Emergency Pharmacy and Delivery Services (West Los Angeles)  
Department of Veterans Affairs  
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STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER, Governor

**DEPARTMENT OF VETERANS AFFAIRS**

Post Office Box 942895  
Sacramento, California 94295-0001



## INVITATION FOR BID

### Notice to Prospective Bidders

**June 24, 2009**

You are invited to review and respond to this Invitation for Bid (IFB), entitled **09WS0001 Emergency Pharmacy and Delivery Services at the West Los Angeles California Veterans Home**. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language). If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

A state agency shall require a company that submits a bid or proposal with respect to a contract for goods or services, that currently or within the previous three years has had business activities or other operations outside of the United States, to certify that the company is not a scrutinized company. (PCC 10478(a)).

A "scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment. (PCC 10476)

A scrutinized company is ineligible to, and shall not, bid on or submit a proposal for a contract with a state agency for goods or services. (PCC 10477(a))

In the opinion of Department of Veterans Affairs, this Invitation for Bid is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

**Keith Wynkoop**  
Department of Veterans Affairs  
Contract Office  
1227 O Street, Room 100  
Sacramento, CA 95814  
**(916) 653-2621**  
**keith.wynkoop@cdva.ca.gov**

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

**SIGNED**

Keith Wynkoop  
Contract Analyst

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**A) Purpose and Description of Services**

Contractor(s) agree to provide California Department of Veterans Affairs (CDVA) emergency pharmacy and delivery services on an on-call basis, seven days-per-week at the West Los Angeles California Veterans Homes.

The tentative term of the contract shall be July 1, 2010 or upon Contract Manager's Request based upon Home opening whichever is later through June 30, 2011 (a one-year contract). The State will reserve the right to extend the Agreement for up to two (2) additional one-year time-periods however, the total duration of the Agreement, including the exercise of any option(s) shall not exceed three years.

The West Los Angeles California Veterans Home is located at 800 Bringham Avenue, Los Angeles, CA 90049

Services will include medications to all residents of the facility upon request, in accordance with the health standards, policies, and procedures of the Home and in compliance with the requirements of Title 22, California Code of Regulations (CCR).

Please refer to the detailed Scope of Work on page 19 for a complete description of services.

**B) Bidder Minimum Qualifications**

1. Bidder must be able to deliver prescription drugs to the Home within 4 hours after receipt of order on a 24 hours-per-day, seven days per week basis.
2. The Contractor shall be an individual or firm licensed to do business in California and be in good standing with the Secretary of State.
3. The Contractor shall be an individual or firm licensed with the Department of Consumer Affairs, Board of Pharmacy and in good standing.

**C) Bid Requirements and Information****1) Key Action Dates**

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time
IFB available to prospective bidders	June 24, 2009	
Pre-bid conference and/or Walk Through	Not applicable	
Written Question & Answer Period		
Prospective Bidders' Questions are due	Not applicable	
Answers Available	Not applicable	
Final Date for Bid Submission	July 14, 2009	3:00 P.M.
Bid Opening 1227 O Street, Room 100 Sacramento, CA 95814	July 14, 2009	3:15 P.M.
Notice of Intent to Award	July 21, 2009	
Anticipated Contract Start Date	July 1, 2010 or upon Contract Manager's Request based upon Home opening date whichever is later	

**2) Pre-Bid Conference.**

A pre-bid conference meeting will NOT be accomplished for this IFB.

**3) Written Question and Answer Period**

No written questions will be accepted for this IFB.

#### 4) Submission of Bid

- a) All bids must be submitted under **sealed** cover and sent to Department of Veterans Affairs (CDVA) by dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates, (page 4). The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Your Firm Name  
Your Street Address/PO Box #  
Your City, State and Zip Code

**IFB 09WS0001 Emergency Pharmacy and Delivery Services at the West Los Angeles California  
Veterans Home**

Attention: **Keith Wynkoop**  
Department of Veterans Affairs - Contract Office  
1227 O Street, Room 100  
Sacramento, CA 95814

**DO NOT OPEN**

Bids not submitted under sealed cover may be rejected. A minimum of 2 copies of the bid must be submitted.

Mail or deliver bids to the following address:

Department of Veterans Affairs  
Contract Office  
1227 O Street, Room 100  
Sacramento, CA 95814

- b) All bids shall include the documents identified in Section E, Required Attachment Checklist (see page 9). Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- e) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- f) Costs for developing bids and in anticipation of award of the agreement is entirely the responsibility of the bidder and shall not be charged to the State of California.
- g) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet, page 11. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- h) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

- i) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- j) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- k) The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- l) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- m) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- n) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at Internet site:  
<http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>
- o) No oral understanding or agreement shall be binding on either party.
- p) Bidder must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at  
<http://www.osp.dgs.ca.gov/StandardForms/default.htm>  
under the heading STANDARD FORMS (on the left-hand side of the webpage); select "Forms Search", and enter the form number "204". No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- q) Bidder must sign and submit to the awarding agency, **page one (1)** of the Contractor Certification Clauses (CCC), which can be found on the Internet at  
<http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>

## 5) Evaluation and Selection

- a) The public bid opening will be at the California Department of Veterans Affairs - Headquarters Building - **1227 O Street - Room 100, Sacramento, California 95814**. You will be asked to show a valid photo ID card before signing into the building. Please notify **Keith Wynkoop** if you plan on attending.
- b) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- c) The State will evaluate each bid to determine its responsiveness to the published requirements.
- d) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- e) Award if made, will be to the lowest responsive responsible bidder.

## 6) Award and Protest

- a) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.



- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement
- c) If any bidder, prior to the award of agreement, files a protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605 and the Department of Veterans Affairs on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.
- e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts). This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

## 6) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

## 7) Agreement Execution and Performance

- a) A person who is authorized to legally bind the awarded Contractor Contractually shall sign the contract and execute the required number of copies of the Contract documents and return them within ten (10) working days. The Contract will not be of any force or effect until fully approved
- b) Performance shall start not later than the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- c) All performance under the agreement shall be completed on or before the termination date of the agreement.

#### **D) Preference Programs**

The standard contract language for the preference programs can be found at the Internet web sites listed below:

- 1) **Small Business Preference**  
[www.pd.dgs.ca.gov/smbus/sbcert.htm](http://www.pd.dgs.ca.gov/smbus/sbcert.htm)
- 2) **Target Area Contract Preference Act (TACPA)** – Not applicable for this IFB  
[www.pd.dgs.ca.gov/edip/tacpa.htm](http://www.pd.dgs.ca.gov/edip/tacpa.htm)
- 3) **Local Agency Military Base Recovery Area (LAMBRA) Act** – Not applicable for this IFB  
[www.pd.dgs.ca.gov/edip/lambra.htm](http://www.pd.dgs.ca.gov/edip/lambra.htm)
- 4) **Enterprise Zone Act (EZA)** – Not applicable for this IFB  
[www.pd.dgs.ca.gov/edip/eza.htm](http://www.pd.dgs.ca.gov/edip/eza.htm)

**E) Required Attachments**

**DVBE participation is NOT required for this IFB and bidder-documentation for the mandatory DVBE Participation Program and the DVBE Incentive Program is NOT required as a result.**

It is the intent of the California Legislature that every State procurement authority honor California's disabled veterans by taking all practical actions necessary to meet or exceed the disabled veteran business enterprise participation goal of a minimum of three percent (3%) of total contract value. The Disabled Veteran Enterprise Program (DVBE) program was created for this purpose. Under Senate Bill 115, Section 999.5, an incentive program was established.

An explanation of the DVBE requirements can be found at the Internet web site [www.pd.dgs.ca.gov/dvbe/default.htm](http://www.pd.dgs.ca.gov/dvbe/default.htm). Select "Publications and Forms", then "Documentation of Disabled Veteran Business Enterprise Program Requirements Forms STD 840 and STD 840A" and "DVBE Resource Packet".

The form **GSPD-05-105 Bidder Declaration**, referenced on the Form STD 840, can be found at the DGS web site <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

**DVBE INCENTIVE:** In accordance with Military and Veterans Code §999.5(a) an incentive will be given to bidders who meet the DVBE requirements, either through achieving the minimum DVBE participation or achieving less than the minimum DVBE participation and completing a Good Faith Effort. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The following scale will apply to bids achieving DVBE participation requirements.

Confirmed DVBE Participation of:	DVBE Incentive Percentage:
4% and above	5%
3% up to 4%	3%
2% up to 3%	2%
1% up to 2%	1%

**Application of the DVBE incentive CANNOT displace a California certified Small Business.**

An explanation of the DVBE Incentive can be found at the Internet web site <http://www.pd.dgs.ca.gov/dvbe/dvbeincentive>.

CDVA SB/MB/DVBE Advocate is Paul Fillingame at 916-651-3064, [paul.fillingame@cdva.ca.gov](mailto:paul.fillingame@cdva.ca.gov)

**Refer to the following pages for additional Required Attachments that are a part of this agreement.**

**ATTACHMENT 1**

Bidder's Company Name:

\_\_\_\_\_

**REQUIRED ATTACHMENT CHECK LIST**

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

<u><b>Attachment</b></u>	<u><b>Attachment Name/Description</b></u>
_____ Attachment 1	Required Attachment Checklist - Mandatory
_____ Attachment 2	Bid/Bidder Certification Sheet - Mandatory
_____ Attachment 3	Darfur Contracting Act - Mandatory
_____ Attachment 4	Cost Sheet
_____ Attachment 5*	Disabled Veterans Business Enterprise Participation Forms & Instructions* - see Section E on the previous page to obtain forms and instructions.
	Std. 840 DVBE Participation Summary*
	Good Faith Effort Documentation - Exhibit A (3 Pages)*

\*Optional Attachment. Include these forms to have a DVBE Preference amount applied to your bid as allowed by DVBE Participation and Incentive Programs

ATTACHMENT 2

**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

**Please do not return IFB Sections A through E (pages 3 through 9) and do NOT return "Sample Agreement" (pages 18 through 29).**

- A. Our all inclusive bid is submitted as detailed in Attachment 4, Cost Sheet.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

**An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection**

1. Company Name	2. Telephone Number (    )	2a. Fax Number (    )
3. Address		
E-mail Address:		
5. <input type="checkbox"/> Partnership		
Indicate your organization type:	4. <input type="checkbox"/> Sole Proprietorship	
6. <input type="checkbox"/> Corporation	6a. <input type="checkbox"/> L.L.C. Limited Liability Corporation	
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)		11. Title
12. <b>Signature</b>		13. Date
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification as:</p> <p>a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter certification number: _____</p> </div> <div style="width: 45%;"> <p>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter certification number _____</p> </div> </div> <p><b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:</p>		

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### Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the  
Bid/Bidder Certification Sheet by following the instructions below.

Item Number s	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6, 6a	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals. Or a Limited Liability Corporation
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 3  
DARFUR CONTRACTING ACT**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1.        \_\_\_\_\_  
              Initials                We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2.        \_\_\_\_\_  
              Initials                We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3.        \_\_\_\_\_  
              Initials                We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.  
              + certification  
              below

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

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ATTACHMENT 4

**COST SHEET (Page 1 of 3)**

**Bidder's Company Name:**

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**Submission of this attachment is MANDATORY and shall become part of the Contract Agreement.**

This cost sheet must be signed and returned along with all the "Required Attachments" as an entire complete package. The undersigned Contractor hereby proposes to furnish **ALL** labor, parts, equipment, transportation, supplies and materials to perform Emergency Pharmacy and Delivery services, as described in the Scope of Work associated with this IFB. The dollar amounts you indicate in the Cost Sheet will be used to compare your bid amount against your competitors and determine the lowest responsible responsive bidder. The contract will be awarded to the lowest responsible responsive competitive bidder.

Please indicate your costs and then summarize the amounts as indicated on the following pages:



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### COST SHEET (Page 2 of 3)

<u>MEDICATION</u>	<u>DOSE</u>	<u>RX FILL</u>		<u>COST</u>
<b><u>ANTIBIOTICS</u></b>				
Levequin	500 mg pills	7 pills	=	\$ _____
Cipro	500 mg pills	14 pills	=	\$ _____
Macrobid	100 mg pills	14 pills	=	\$ _____
Bactrim DS	800	14 pills	=	\$ _____
Bactrim DS	160	14 pills	=	\$ _____
<b><u>PAIN MEDICATIONS</u></b>				
Vicodan	500/50	30 & 60 pills	=	\$ _____
Tylenol #3	300/30	30 & 60 pills	=	\$ _____
Ibuprofen	600mg	30 pills	=	\$ _____
Ibuprofen	800mg	30 pills	=	\$ _____
Nitroglycerin	0.4mg	25 pill bottle	=	\$ _____
Wellbutrin XL	100 mg	30 pills	=	\$ _____
Celexa	20 mg	30 pills	=	\$ _____
Zoloft	50 mg	30 pills	=	\$ _____
<b><u>ANTI-PSYCHOTICS</u></b>				
Risperdal	0.5 mg	30	=	\$ _____
<b><u>BENZODIAZAPINE</u></b>				
Ativan	2mg	30 pills	=	\$ _____
Klonopin	2 mg	30 pills	=	\$ _____
<b><u>NAUSEA AND VOMITING</u></b>				
Compazine	20 mg	14 pills	=	\$ _____
Prevacid	15 mg	30 pills	=	\$ _____
Prilosec	20 mg	30 pills	=	\$ _____
<b><u>B/P</u></b>				
Metformin(Oral DM)	200 mg	30 pills	=	\$ _____
Atenolol	50 mg	30 pills	=	\$ _____
Nifedipine	20 mg	30 pills	=	\$ _____
Amlodipine	50 mg	30 pills	=	\$ _____
<b><u>INSULIN</u></b>				
Humulin R/N		1 vial	=	\$ _____
Lantose		1 vial	=	\$ _____
<b><u>DELIVERY CHARGE</u></b>				
		Per delivery	=	\$ _____

Total = \$ \_\_\_\_\_

**Total Cost\***  
**(Your Bid Amount)**

\*Total Cost will be used to determine the low bidder.

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**COST SHEET (Page 3 of 3)**

The estimated quantities and dollar amounts indicated above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual costs quoted above by the bidder shall be binding for the term of the Agreement.

Are you claiming Small Business Preference? (Attach OSDC Certification Letter) \_\_\_ Yes \_\_\_ No

I hereby certify that the bid indicated on this Cost Sheet is true and accurate for the services to be provided:

COMPANY REPRESENTATIVE'S NAME (Printed): \_\_\_\_\_

COMPANY REPRESENTATIVE'S SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

**Note to Bidders:**

The following pages represent a sample of the contract that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact person identified on the cover letter for this IFB.

STATE OF CALIFORNIA

**STANDARD AGREEMENT**

STD. 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

Department of Veterans Affairs

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount \$  
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

Page(s)

Exhibit B – Budget Detail and Payment Provisions

Page(s)

Exhibit C\* – General Terms and Conditions

GTC 307

Check mark one item below as Exhibit D:

☐ Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

Page(s)

☐ Exhibit D\* Special Terms and Conditions

Exhibit E- Additional Provisions

Page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference as a part of the Agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/StandardAgreements](http://www.ols.dgs.ca.gov/StandardAgreements)

IN WITNESS WHEREOF, this Agreement has been executed and signed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than individual, include when necessary, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California  
Department of General Services  
Use Only

☐ Exempt per \_\_\_\_\_

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**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

1. Contractor agrees to provide to Department of Veterans Affairs (CDVA) emergency pharmacy and delivery services as described herein.
2. The services shall be performed at the West Los Angeles California Veterans Homes located at 800 Bringham Ave., Los Angeles, CA 90049.
3. Contractor agrees to coordinate the actual contract start date with the contract manager based on the Home's scheduled opening.
4. The project representatives during the term of this agreement will be:

Contract Manager	Project Representative
State Agency: California Department of Veterans Affairs - GLAVIC Administrator	Contractor:
Name: Louis Koff	Name: <b>Add upon Bid Award</b>
Phone: (818) 742-1752	Phone:
E-mail:	E-mail:
Fax:	Fax:

Direct all contract inquiries to:

Contract Analyst	Contractor Representative
California Department of Veterans Affairs	Contractor:
Section/Unit: Office of Procurement and Contracting	Section/Unit:
Attention: Keith R. Wynkoop	Attention: <b>Add upon Bid Award</b>
Address: 1227 O Street Sacramento, CA 95814-5840	Address:
Phone: (916) 653-2621	Phone:
E-mail: <a href="mailto:keith.wynkoop@cdva.ca.gov">keith.wynkoop@cdva.ca.gov</a>	E-mail:
Fax: (916) 651-9089	Fax:

Contract Managers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Manager including, name, title, mailing address, phone and fax number.

All other changes require a formal written amendment to this agreement.

5. Contractor shall provide medications to all residents of the facility upon request, in accordance with the health standards, policies and procedures of the Home and in compliance with the requirements of Title 22, California Code of Regulations (CCR).
6. The Contractor shall deliver prescription drugs to the Home within 4 hours after receipt-of-order on a 24 hours-per-day, seven days per week basis.
7. All solid oral medications should be delivered to the Home in standardized pill vials or bubble packs per prescription specifications or attending physicians request. All other forms of medications shall be dispensed in manufacturer's original containers or for liquids, appropriate containers.

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**EXHIBIT A**  
**(Standard Agreement)**

8. Resident's medication(s) in amounts not to exceed a 30-day supply along with a monograph for each medication, shall clearly explain the use and side effects of the medication.
9. The Home's Pharmacy Service Committee, Chief Medical Officer (CMO), and the Contract Manager shall be provided with current, updated and pertinent new drug items, indications, and interactions information for all medications provided to the RCFE's prior to administering the drug(s) in-house.
10. The Pharmaceutical Company shall provide their contact information for the Home residents, physician, staff and authorized family members to use for medication consulting on new prescriptions.
11. Contractor's Licensure and Certification must be current, active, and remain in effect pursuant to Federal, State, and Local laws and regulations during the term of this Agreement.
12. Contractor shall provide evidence on request that the Contractor's Pharmaceutical Staff and Subcontractors are duly licensed, certified and/or registered as required by the laws of this State and that no restrictions exist on said licensure, certification and/or registration. Routinely monitor its pharmaceutical staff licenses, certifications and/or registrations to ensure that they are current, and that all such pharmaceutical staff is in compliance with Medi-Cal and/or State of California licensing certification and/or registration restriction.
13. Contractor shall notify, arrange, and meet with the Contract Manager, as needed to implement Policies and Procedures and discuss contract performance for the term of this Agreement.
14. Home Administrator and Customer Service Manager agrees to visit, provide orientation, coordinate annual plan, and system in-services, and a Customer Service Representative to provide resolutions to issues, oversee delivery(ies), orders, and billing, and answer calls from staff, residents, and authorized family(ies) members.
15. No over the counter (OTC) items unless written or verbal authorization is received from the Home's Administrator, Assistant Administrator, or Director of Nursing.
16. All prescriptions will be filled using generic medications unless brand name medication is specified by Home medical staff.

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**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted monthly in arrears, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates listed below:

RATE TABLES WILL BE INSERTED HERE UPON BID AWARD

NOTE: "Over-the-Counter" medications are NOT part of this Agreement unless authorized as indicated in Exhibit A, Scope of Work. If ordered in error, Contractor is not authorized to fill order, and does so at Contractor's expense. State will not reimburse Contractor for "Over-the-Counter" medications if provided without authorization.

2. All services rendered will be in compliance with Medi-Cal/Medicare and/or Tri-Care Prime regulations and reimbursement schedules.
3. Prior to billing the State for authorized services, the Contractor agrees to bill Medi-Care D, Medi-Cal, and/or Tri-Care Prime eligible Home residents. The Contractor agrees to accept Medicare, Medi-Cal, and/or Tri-Care Prime payment as payment in full for authorized rendered services. The Contractor will accept reimbursement from the State equivalent to the Medicare/Medi-Cal allowable amounts for all residents who are uninsured. Contractor bills Medi-Cal only when a full prescription is filled, i.e., an antibiotic for an undisclosed number of days and all pills are supplied.

4. **Invoicing and Payment**

- A. The Contract Manager shall review and approve or deny submitted invoices within three (3) working days from the date of receipt of the invoice. If the work is complete and performed satisfactorily in accordance with the contract provisions, the Contract Manager shall mark the invoice approved, sign and date the invoice, make a copy of the invoice for the Contract Manager files, and forward the approved invoice to Veterans Home Reimbursements for payment processing.
- B. If upon review the Contractor's staff work was incomplete or not performed in accordance with the contract provisions, the Contract Manager shall mark the invoice as denied, state the reason(s) for denial of the invoice, sign and date the invoice, make a copy of the invoice for the Contract Manager's files, make and forward a copy of the denied invoice to Veterans Home Reimbursements, and return the denied invoice to the Contractor.
- C. Invoices shall include the Agreement Number, dates of service, resident's name and social security number, Medicare/Medi-Cal remittance advice, Contractor's Medicare/Medi-Cal provider number, and total amount of charges. Invoices which do not contain this information may be returned without payment. All invoices shall be submitted together with the appropriate Explanation of Benefits (EOB) to the Contract Manager for approval. All invoices shall be submitted in duplicate not more frequently than monthly in arrears to:

<b><u>Original Signed Invoice</u></b>	<b><u>Approval Copy of Invoice</u></b>
CA Department of Veterans Affairs	West Los Angeles Veterans Home
VHC Accounting Office, Room 403	Attn: Louis Koff
P.O. Box 942895	800 Bringham Ave.
Sacramento, CA 94295-0001	Los Angeles, CA 90049

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**EXHIBIT B**  
**(Standard Agreement)**

D. Contractor agrees to submit invoices no later than thirty (30) days from the date of service.

5. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

6. **Prompt Payment Clause**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.



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**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Renewal Options.**

The State reserves the right to extend the Agreement for up to two (2) additional one-year time-periods at the same terms and conditions however, the total duration of the Agreement, including the exercise of any option(s) under this clause, shall not exceed three years.

**2. Excise Tax**

- A. The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**3. Settlement of Disputes**

- A. The Contractor may dispute and appeal a decision or action by the State arising out of the Interpretation or administration of this Agreement. A written dispute notice shall be submitted to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.
- B. The Contractor's dispute notice shall state, on the basis of the most accurate information then available to the Contractor, the following:
- 1) That it is a dispute pursuant to this Section.
  - 2) The date, nature and circumstances of the conduct, which is the subject of dispute.
  - 3) The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
  - 4) The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
  - 5) The reason why the Contractor is disputing the conduct.
  - 6) The cost impact to the Contractor directly attributable to the alleged conduct, if any.
  - 7) The Contractor's desired remedy.
- C. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual agreement at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. Any disputes concerning performance of this Contract will be decided by the Contract Manager in a written decision stating the factual basis for the decision. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual agreement.
- D. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Secretary, California Department of Veterans Affairs.
- E. The Secretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, and grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Secretary's decision will be in writing and may encompass facts, interpretations of the

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**EXHIBIT D**  
**(Standard Agreement)**

Contract, and determination or application of law. The Contractor may, prior to the Secretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:

- 1) Find in favor of the Contractor, in which case the Secretary may:
  - (a) countermand the earlier conduct which caused the Contractor to file a dispute; or
  - (b) Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.
- 2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or
- 3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made under paragraphs (a) or (b) above, and will advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Secretary's request for further information. Upon receipt of this additional requested information, the Secretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Secretary within the time period specified above shall constitute waiver by the Contractor of all claims.
- 4) Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Trial by jury is waived by both parties, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.

F. Contractor shall continue with the responsibilities under this Agreement during any dispute.

**4. Right to Terminate (SCM 7.85)**

- A. The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.
- B. However, the agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

**5. Evaluation of Contractor**

- A. Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

**6. Force Majeure**

- A. Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

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**EXHIBIT D**  
**(Standard Agreement)**

**7. Insurance Requirements**

- A. When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is commercial general liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.
- B. The certificate of insurance will include provisions below in their entirety:
- 1) That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
  - 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
  - 3) That the State will not be responsible for any premiums or assessment on the policy.
- C. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- D. The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- E. In addition, the certificate evidencing general liability must include evidence of one of the following if applicable to the service:
- 1) Pesticide/Herbicide Endorsement, OR
  - 2) An endorsement deleting the general liability pollution exclusion, OR
  - 3) A separate environmental/pollution liability policy with limits not less than \$1,000,000 covering bodily injury and property damage from pollution and related clean up costs incurred arising out of the work or services to be performed under this contract.
- F. Automobile Liability Insurance – The Contractor shall furnish to the State a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor for not less than \$1,000,000 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. For contracted services involving transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- G. Worker's Compensation Insurance – The Contractor shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation Insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers compensation, a certificate must be presented evidencing Contractor is a qualified self insurer in the State of California.
- H. Professional Liability. – Covering any damages caused by an error, omission, or any negligent acts. Limits of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate.

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**EXHIBIT D**  
**(Standard Agreement)**

**8. HIPAA Privacy Protection**

- A. For the purpose of this contract Contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identifiable Health Information (U.S.C. 1320d et seq.), and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule, remain enforce and applicable for access to protected health information to include electronic protected health information.

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## EXHIBIT E

### ADDITIONAL PROVISIONS

#### HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION

The following clauses are mandatory for Contractors, Contractor employees, Contractor subcontractors, and Contractor agents requiring access to and the use of protected health information in the performance of the functions, activities and tasks set forth in this contract. For the purpose of this contract, the terms Business Associate and Covered Entity are replaced by the terms Contractor and State respectively. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identifiable Health Information remain enforce and applicable for access to protected health information.

A. Use and Disclosure of Protected Health Information

Except as otherwise provided in this contract the Contractor, may use or disclose protected health information (PHI) to perform functions, activities or services as set forth in Exhibit A, entitled Scoped of Work, of this Contract for or on behalf of the State, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), (U.S.C. 1320d et seq.), and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to the State under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor.

B. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by this Contract, or as required by law.

C. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract.

D. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the State any use or disclosure of the PHI not provided for by this Contract or otherwise in violation of the Privacy Rule.

E. Agents and Subcontractors of the Contractor

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the State, shall comply with the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

F. Access to PHI

At the request of the State, and in the time and manner designated by the State, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the State to meet the requirements of 45 CFR section 164.524.

G. Amendments to Designated Record Sets

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**EXHIBIT E**

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the State directs or at the request of the Individual, and in the time and manner designated by the State in accordance with 45 Code of Federal Regulations section 164.526.

H. Documentation of Uses and Disclosures

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the State to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528.

I. Accounting of Disclosure

The Contractor Associate shall provide to the State or an Individual, in the time and manner designated by the State, information collected in accordance with 45 CFR section 164.528, to permit the State to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528.

J. Records Available to State and Secretary

The Contractor shall make available records related to the use, disclosure, and privacy protection of PHI received from the State, or created or received by the Contractor on behalf of the State, to the State or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the State's compliance with the privacy requirements, in the time and manner designated by the State or the Secretary. [NOTE: The HIPAA regulations do not require the Contractor to make their records available to the State for investigations or audits, only to the Secretary.]

K. Destruction of PHI

Upon termination of this Contract for any reason, the Contractor shall:

- Return all PHI received from the State, or created or received by the Contractor on behalf of the State required to be retained by the Privacy Rule; or
- Return or destroy all other PHI received from the State, or created or received by the Contractor on behalf of the State.

This provision shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI.

In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the State notification of the conditions that make return or destruction not feasible. If the State agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Contract to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

L. Amendments to Agreement

The Parties agree to take such action as is necessary to amend this Contract as necessary for the State to comply with the requirements of the Privacy Rule and its implementing regulations.

M. Mitigation of Disallowed Uses and Disclosures

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### **EXHIBIT E**

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of this Contract or the Privacy Rule.

N. Data Aggregation

The Contractor may provide data aggregation services related to the health care operation of the State.

O. Termination of Contracts

The State shall terminate this contract upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

## Question and Answers for Bid #09WS0001 - Emergency Pharmacy and Delivery Services at the West Los Angeles Veterans Home

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.