



Contract Award Notification

Title	:	Group 10201 - PHARMACEUTICALS (Individual Prescriptions), (Statewide & Regional)
		Classification Code(s): 51, 85
Award Number	:	<u>21755</u> (Replaced Award 01194)
Contract Period	:	July 1, 2009 to September 30, 2015*
Bid Opening Date	:	February 26, 2009
Date of Issue	:	July 2, 2009 (Revised June 30, 2015)
Specification Reference	:	As Incorporated In The Invitation for Bids and Purchasing Memorandum dated February 18, 2009
Contractor Information	:	Appears on Pages 2-4 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Vivian Basile Title : Contract Management Specialist Phone : 518-474-0912 Fax : 518-474-8676 E-mail : Vivian.basile@ogs.ny.gov	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

The purpose of this award is to provide delivery of pharmaceutical products within 24 hours in accordance with the instructions on the Purchase Order for each agency. This Multiple Award Contract is for use by facilities of the State of New York, political subdivisions and other authorized entities located in the counties shown herein.

*Or until new contracts are in place; whichever occurs first.

PR 21755

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR ID #</u>
PC64629	CORRECT RX PHARMACY SERVICES, INC. 1352 Charwood Road, Suite C Hanover, MD 21076	800-636-0501 410-636-9500	75-3111495	1000057889
		Jill R. Molofsky, RPh Fax No.: 800-636-9752 410-636-9706 E-mail: jmolofsky@correctrxpharmacy.com Website: www.correctrxpharmacy.com		

Electronic Access Ordering (EDI) is available. Contact contractor for details.
Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.

Person or persons to contact for expediting N.Y. State contract orders:

Jill R. Molofsky, RPh - Vice President Operations
Telephone: 800-636-0501
Fax: 800-636-9752
E-mail: jmolofsky@correctrxpharmacy.com

Person or persons to contact in the event of an emergency occurring after business hours or on weekends and holidays:

Normal Business Hours: M-F, 6:00 am - 8:00 pm Sat., 8:00 am - 4:00 pm Sun., 9:00 am - 4:00 pm
Jaye Wexler, PharmD
Telephone/Cellular: 410-636-9500; 410-419-8967
Fax: 410-636-9706
E-mail: jwexler@correctrxpharmacy.com

NOTES:

- Contractor can provide product in 30-day blister pack format.
- 24-hour service is available.
- Contractor can provide facilities with fax machines or other devices for placement of orders as well as providing medication carts, dispensing equipment. Contact contractor for details.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR ID #</u>
PC66530	HealthDirect Institutional Pharmacy Services, Inc. (formerly Kinney Drugs, Inc.) 29 East Main St. Gouverneur, NY 13642	800-552-8663, Ext. 2650 315-287-3600, Ext. 2650 Brian J. Scott 315-287-3600 Ext: 2650 Fax No.: 800-898-4232 E-mail: brianscott@kinneydrugs.com Website: www.kinneydrugs.com	26-2269880	1100113120

Electronic Access Ordering (EDI) is available. Contact contractor for details.
Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.

Person or persons to contact for expediting N.Y. State contract orders:
Brian J. Scott - President
Telephone: 315-287-3600, Ext. 2650
Fax: 800-898-4232
E-mail: brianscott@kinneydrugs.com

Person or persons to contact in the event of an emergency occurring after business hours or on weekends and holidays:
Normal Business Hours: M-F, 8:00 am - 8:00 pm Sat.-Sun, 9:00 am - 5:00 pm
Gretchen Hoffman
Telephone/Cellular: 866-220-7383
Fax: 866-220-7384
Pager: 866-220-7383
E-mail: gretchenhoffman@kinneydrugs.com

NOTES:
-Contractor can provide product in 30-day blister pack format.
-24-hour service is available.
-Contractor can provide facilities with fax machines or other devices for placement of orders as well as providing medication carts, dispensing equipment. Contact contractor for details.

SUBCONTRACTOR PHARMACY:

<u>SUBCONTRACTOR & ADDRESS</u>	<u>CONTACT INFO.</u>
MEDFORD CHEMISTS, INC. 2608 Route 112 Medford, NY 11763	Rajan Vohora Pharmacy: 631-475-4476 Office: 631-475-4141 Fax: 631-475-4288 631-475-4911

ORDERING PROCEDURES:

Delivery of all medications will be made within 24 hours of receipt of the order whenever possible. Orders placed by 2:00 pm will be received by 10:00 am on the next day. HealthDirect/Kinney's pharmacy network allows for the immediate retrieval of medications from a walk-in pharmacy. Authorized users should designate one particular pharmacy from HealthDirect/Kinney's network as their primary back-up facility.

DELIVERY EXPECTATIONS:

Orders will be delivered to each individual facility on a daily basis in accordance with the required time frames. Individual orders will be packaged separate from stock orders. Delivery manifests will reflect the appropriate packaging.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR ID #</u>
PC64631	MED WORLD ACQUISITION CORP. 80 Red School House Rd. Suite 226 Chestnut Ridge, NY 10977	800-221-6564 845-371-8600 Anthony Russo 845-371-8600 ext. 58602 Fax No.: 877-900-5566 E-mail: anthony.russo@omnicare.com Website: www.omnicare.com	61-1322120	1000018397

Electronic Access Ordering (EDI) is available. Contact contractor for details.
Contractor will accept the New York State Procurement Card for orders up to \$15,000.00.

Person or persons to contact for expediting N.Y. State contract orders:

Anthony Russo
Telephone: 845-371-8600 x58602
Fax: 877-900-5566
E-mail: anthony.russo@omnicare.com

Person or persons to contact in the event of an emergency occurring after business hours or on weekends and holidays:

Normal Business Hours: M-F, 9:00 am - 7:00 pm Sat., 9:00 am - 5:00 pm Sun, 10:00 am - 4:00 pm
Gary Langstein
Telephone: 800-221-6564
Fax: 877-900-5566
Pager: Call number above
E-mail: gary.langstein@omnicare.com

NOTES:

- Contractor can provide product in 30-day blister pack format.
- 24-hour service is available.
- Contractor can provide facilities with fax machines or other devices for placement of orders as well as providing medication carts, dispensing equipment. Contact contractor for details.

ORDERING PROCEDURES:

There is always a pharmacist on-call, 24/hours per day, 7 days per week, 365 days per year.

DELIVERY EXPECTATIONS:

Delivery is guaranteed within 24 hours. Med World Acquisition Corp. and its subcontractors will provide deliveries via courier service or an in-house driver. Med World Acquisition Corp. and its subcontractors utilize Walgreens and CVS through a national account contract for back-up needs. Rite Aid is also used for back-up purchases.

SUBCONTRACTOR PHARMACIES:

Omnicare of New York, LLC 342 Northern Lights Drive North Syracuse, NY 13212	Shore Pharmaceutical Providers, Inc. 55 W. Ames Court, Suite 200 Plainview, NY 11803	Omnicare of New York, LLC 175 Humboldt St., Suite 225 Rochester, NY 14610
Pharmacy Associates of Glens Falls, Inc. 100 Saratoga Village Blvd., Suite 18-19 Malta, NY 12020	BPNY Acquisition Corporation 2410 N. America Drive West Seneca, NY 14224	Omnicare of New York, LLC 8378 Seneca Turnpike New Hartford, NY 13413

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PRICE:

Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency. Price shall be determined by applying the quoted discount to the Average Wholesale Price (AWP) as listed in the Wolters Kluwer Health's "Medi-Span" effective at the time of order plus the addition of the quoted dispensing fee.

Discount reduction will not be allowed and is specifically excluded from the terms and conditions of the contract award. Price decreases or discount increases are permitted at any time.

PRICE: (Cont'd)

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

Upon request, the Contractor will be required to be able to provide Authorized Users and/or OGS the current Medicaid drug formulary which sets forth, at least, all Medicaid eligible prescriptions and an indication of which of those pharmaceuticals require prior approval.

REGIONS:

Lots and Regions are grouped by counties as follows:

<u>LOT 1 (REGION 1)</u>	<u>LOT 2 (REGION 2)</u>	<u>LOT 3 (REGION 3)</u>	<u>LOT 4 (REGION 4)</u>	<u>LOT 5 (ALL REGIONS)</u>
Allegany	Broome	Albany	Bronx	All Counties
Cattaraugus	Cayuga	Clinton	Dutchess	
Chautauqua	Chenango	Columbia	Kings	
Chemung	Cortland	Essex	Nassau	
Erie	Delaware	Franklin	New York	
Genesee	Fulton	Greene	Orange	
Livingston	Hamilton	Rensselaer	Putnam	
Monroe	Herkimer	Saratoga	Queens	
Niagara	Jefferson	Schenectady	Richmond	
Ontario	Lewis	Warren	Rockland	
Orleans	Madison	Washington	Suffolk	
Schuyler	Montgomery	Sullivan		
Seneca	Oneida	Ulster		
Steuben	Onondaga	Westchester		
Wayne	Oswego			
Wyoming	Otsego			
Yates	St. Lawrence			
	Schoharie			
	Tioga			
	Tompkins			

LOT I – REGION 1, (Refer to page 6 for applicable counties), (Multiple Award)

1. CONTRACTOR: MED WORLD ACQUISITION CORP.

<u>Item #</u>	<u>Description</u>	<u>% Discount</u>
1.	Brand Name Drugs (Discount from Medi-Span Average Wholesale Price):	25%
2.	Generic Drugs (Discount from Medi-Span Average Wholesale Price):	65%
3.	Dispensing Fee	\$2.50

2. CONTRACTOR: Correct Rx Pharmacy Services, Inc.

<u>Item #</u>	<u>Description</u>	<u>% Discount</u>
1.	Brand Name Drugs (Discount from Medi-Span Average Wholesale Price):	16.58%
2.	Generic Drugs (Discount from Medi-Span Average Wholesale Price):	80.40%
3.	Dispensing Fee	\$2.39

Volume Discounts Offered: A single purchase, quantity discount for multiple prescriptions for a single delivery to a single facility is offered as follows:

<u>Volume Discount Basis</u>	<u>Additional Discounts Offered</u>
10-20 Rx	0.5%
21 & over Rx	1.0%

LOT II – REGION 2, (Refer to page 6 for applicable counties), (Multiple Award)

1. CONTRACTOR: MED WORLD ACQUISITION CORP.

<u>Item #</u>	<u>Description</u>	<u>% Discount</u>
1.	Brand Name Drugs (Discount from Medi-Span Average Wholesale Price):	25%
2.	Generic Drugs (Discount from Medi-Span Average Wholesale Price):	65%
3.	Dispensing Fee	\$2.50

2. CONTRACTOR: Correct Rx Pharmacy Services, Inc.

<u>Item #</u>	<u>Description</u>	<u>% Discount</u>
1.	Brand Name Drugs (Discount from Medi-Span Average Wholesale Price):	16.58%
2.	Generic Drugs (Discount from Medi-Span Average Wholesale Price):	80.40%
3.	Dispensing Fee	\$2.39

Volume Discounts Offered: A single purchase, quantity discount for multiple prescriptions for a single delivery to a single facility is offered as follows:

<u>Volume Discount Basis</u>	<u>Additional Discounts Offered</u>
10-20 Rx	0.5%
21 & over Rx	1.0%

LOT III – REGION 3, (Refer to page 6 for applicable counties), (Multiple Award)

1. CONTRACTOR: MED WORLD ACQUISITION CORP.

<u>Item #</u>	<u>Description</u>	<u>% Discount</u>
1.	Brand Name Drugs (Discount from Medi-Span Average Wholesale Price):	25%
2.	Generic Drugs (Discount from Medi-Span Average Wholesale Price):	65%
3.	Dispensing Fee	\$2.50

2. CONTRACTOR: Correct Rx Pharmacy Services, Inc.

<u>Item #</u>	<u>Description</u>	<u>% Discount</u>
1.	Brand Name Drugs (Discount from Medi-Span Average Wholesale Price):	17.09%
2.	Generic Drugs (Discount from Medi-Span Average Wholesale Price):	80.40%
3.	Dispensing Fee	\$2.39

Volume Discounts Offered: A single purchase, quantity discount for multiple prescriptions for a single delivery to a single facility is offered as follows:

<u>Volume Discount Basis</u>	<u>Additional Discounts Offered</u>
10-20 Rx	0.5%
21 & over Rx	1.0%

LOT IV – REGION 4, (Refer to page 6 for applicable counties), (Multiple Award)

1. CONTRACTOR: MED WORLD ACQUISITION CORP.

<u>Item #</u>	<u>Description</u>	<u>% Discount</u>
1.	Brand Name Drugs (Discount from Medi-Span Average Wholesale Price):	25%
2.	Generic Drugs (Discount from Medi-Span Average Wholesale Price):	65%
3.	Dispensing Fee	\$2.50

2. CONTRACTOR: Correct Rx Pharmacy Services, Inc.

<u>Item #</u>	<u>Description</u>	<u>% Discount</u>
1.	Brand Name Drugs (Discount from Medi-Span Average Wholesale Price):	18.09%
2.	Generic Drugs (Discount from Medi-Span Average Wholesale Price):	80.40%
3.	Dispensing Fee	\$2.39

Volume Discounts Offered: A single purchase, quantity discount for multiple prescriptions for a single delivery to a single facility is offered as follows:

<u>Volume Discount Basis</u>	<u>Additional Discounts Offered</u>
10-20 Rx	0.5%
21 & over Rx	1.0%

LOT V – STATEWIDE (All Regions), (Multiple Award)

1. CONTRACTOR: MED WORLD ACQUISITION CORP.

<u>Item #</u>	<u>Description</u>	<u>% Discount</u>
1.	Brand Name Drugs (Discount from Medi-Span Average Wholesale Price):	25%
2.	Generic Drugs (Discount from Medi-Span Average Wholesale Price):	65%
3.	Dispensing Fee	\$2.50

2. CONTRACTOR: HealthDirect/Kinney Drugs Inc.

<u>Item #</u>	<u>Description</u>	<u>% Discount</u>
1.	Brand Name Drugs (Discount from Medi-Span Average Wholesale Price):	36.18%
2.	Generic Drugs (Discount from Medi-Span Average Wholesale Price):	40.70%
3.	Dispensing Fee	\$2.94

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

OVERLAPPING CONTRACT ITEMS:

Products/services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

PS's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services (PS) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PS bid solicitations or contract awards. PS encourages vendors to seek resolution of disputes through consultation with PS staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PS's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.ny.gov).

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the contractor in accordance with the written notification terms of this contract.

DEBRIEFING:

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<http://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Customer Services at 518-474-6717.

EXTENSION OF USE:

These contracts may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

DEFINITIONS:

Definitions as follows:

AGENCY - means facilities of the State of New York, Political Subdivisions, and other authorized facilities.

AVERAGE WHOLESALE PRICE (AWP) - The average wholesale price (AWP) is a standard cost used by many pharmacies, pharmacy benefit managers (PBMs) and others for establishing the prices actually charged for a prescription drug.

CONTRACTOR - means an entity engaged in the practice of pharmacy as defined in Section 6801 of the New York State Education Law.

DISPENSING FEE - means fee associated with the packaging and delivery of prescription drugs aside from the cost of drug.

MINIMUM ORDER:

Minimum order shall be one prescription.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

ADDITION OF PRODUCTS:

Subsequent to award, consideration may be given to the addition of products to a contract as a part of the price list if such products are:

- Needed by a client agency;
- Similar to those already awarded, or are of the same product line;
- Priced commensurately with other products already awarded.

CONTRACT PERIOD:

It is the intention of the State to extend these contracts up to ninety (90) days or until new contracts are executed, whichever occurs first.

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. However, this extension terminates should the replacement contract be issued in the interim.

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$10,000.00.

CONTRACT MANAGER/ADMINISTRATOR:

Contractor shall appoint a licensed, registered pharmacist as the Contract Manager. The Contract Manager shall be available for questions and problem resolution during normal business hours. The Contractor shall also have a licensed, registered pharmacist who is available after normal business hours, on the weekends and holidays in the event that questions arise regarding an order. The Contractor shall submit with their bid license and registration information for the Contract Manager and all pharmacists who will be administering this contract, and shall provide contact numbers for both normal business hours and for after normal business hours, on the weekends and holidays.

MISCELLANEOUS:

All agencies must be provided an equal level of service regardless of individual purchasing volume. The contractor shall not decline to service or reduce services to any listed facility without the express written consent of the State.

The contractor shall provide access to its records for the purpose of performing audits of invoices, pricing, and determining the competitiveness of actual acquisition cost by designated State representatives.

Contractor shall comply with all federal, state and local laws including, but not limited to, HIPAA and the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

CONTRACTORS INSURANCE REQUIREMENTS:

Within thirty days after award of contract, the Contractor shall provide to The New York State Office of General Services (“OGS”) written proof of insurance coverage and additional insured documentation, as specified herein. "Written proof" consists of certificates of insurance and endorsements to policies issued by an officer of an insurance company licensed or authorized to do business in New York, government self-retention funds or other self-insurance companies evidencing that the Contractor has the requisite insurance coverages. All non-standard exclusions or limitations applicable to the contract must be disclosed on the Certificate of Insurance, and must be approved by “OGS”. Policies providing commercial general liability, excess or umbrella liability and pollution legal liability insurance shall be specifically endorsed to name the People of the State of New York, its officers, agents, and employees as additional insureds thereunder. Such written proof shall be in the form and substance acceptable to OGS. Acceptance and/or approval by OGS of the written proof of insurance does not, and shall not be construed, to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

In addition to the written proof of insurance required herein, the Contractor shall provide to OGS Within thirty days after award of contract a completed Supplement to Insurance Certificate Form, which is annexed hereto as Exhibit “ . ” The Supplement to Insurance Certificate Form should be completed by an Authorized Representative of the Insurer, such as an employee of the Insurer, the Insurer’s Agent or an Insurance Broker. The individual completing the form should be authorized to bind the Insurer, and in the case of an Insurance Broker the completed form should be accompanied by a written authorization from the Insurer. Acceptance and/or approval by OGS of a completed Supplement to Insurance Certificate Form does not, and shall not be construed, to relieve Contractor of any of the requirements for the provision of insurance set forth herein, or any of its obligations, responsibilities or liabilities under the Contract.

Contractor shall secure and keep in force during the term of the contract, and Contractor shall require all Subcontractors, prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of this contract the following insurance coverages:

- a) Commercial General Liability Insurance with minimum liability limits of not less than \$2,000,000.00 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01© (current edition), or a substitute form providing equivalent coverages and shall cover liability arising from premises or operations, independent contractors, broad form property damage, personal & advertising injury, cross liability coverage, contractual damages, and products or completed operations, if applicable, (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage. If such insurance contains an aggregate limit, it shall apply separately on a per job basis.
- b) Comprehensive Business Automobile Liability Insurance with minimum liability limits of not less than \$1,000,000.00 each accident. Such insurance shall cover liability arising out of any automobile including Owned (if any), Hired and Non-Owned automobiles.
- c) Employer’s liability or “stop gap” insurance with minimum liability limits of not less than \$1,000,000.00 as an endorsement to the Contractor’s Workers Compensation or Commercial General Liability insurance coverage.
- d) Malpractice insurance including a three year “tail coverage endorsement,” with minimum liability limits of \$1,000,000.00 per occurrence and in the aggregate.

All insurance coverage must meet the following additional requirements:

- 1) All insurance required shall be obtained at the sole cost and expense of the Contractor, and shall be primary and non-contributing to any insurance or self-retention maintained by OGS.
- 2) Any deductible or self-insured retention amount, or other similar obligation, under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self-retention is subject to approval by OGS.
- 3) The requisite insurance may be provided through a policy or policies of insurance, which may primary and/or excess, including umbrella policies, but must be placed with an Insurer rated “A-“ Class “VII” or better by the A.M. Best Company, Inc. If, during the term of the policy, an Insurer’s rating falls below “A-” Class “VII”, the insurance must be replaced no later than the renewal date of the policy with an Insurer rated at least “A-” Class “VII” by the A.M. Best Company, Inc. Any excess policy must follow the requirements set forth in the New York State Insurance Law for such coverage.

- 4) Contractors shall provide OGS with updated Certificates of Insurance, and as applicable amendatory endorsements, at least thirty (30) days prior to the expiration or renewal date of a policy.
- 5) The insurance provided shall include an endorsement indicating that the policy and any endorsements may not be cancelled without thirty (30) days prior written notice to OGS. In the event that the cancellation is due to non-payment of premium, ten (10) days prior written notice shall be provided.
- 6) The insurance provided shall include a blanket or specific "Waiver of Subrogation" endorsement waiving any right to recovery the insurance company may have against the State.
- 7) In the block provided in the Certificate of Insurance for insertion of "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions" the additional insured information and job specific information, such as the nature of the contract and either the solicitation number or the contract award number should be referenced.
- 8) Additional insured endorsements should specify the following:
 - The full legal name of the additional insured; i.e., the State of New York, its agencies, officers and employees;
 - The specific location or operations for which the coverage applies;
 - The time frame of when the coverage begins and ends
 - That notice of modification or cancellation will be provided to the additional insured at a specified name and address;
 - That the insurance company waives any right of recovery it may have against the State;
 - That the coverage required shall be primary for the State and shall not be affected by any other insurance or coverage obtained by the State on its own behalf;
 - That cross liability/severability of interest coverage is provided; and
 - That the legal defense provided to the State under the policy must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
- 9) The insolvency or bankruptcy of the insured Contractor, or Subcontractor, shall not release the Insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor, or Subcontractor, from meeting the retention limits under the policy.

Failure to provide insurance coverage as required herein, and keep the same in force during the term of the contract, is a material breach of contract entitling the State to terminate the contract in accordance with the termination provisions in the contract.

SPECIAL TERMS AND CONDITIONS

PROOF OF BIO-AVAILABILITY AND THERAPEUTIC EQUIVALENCE:

The State reserves the right to request certified proof of bio-availability (Clinical, Chemical & Biological) and certified proof of the therapeutic equivalence of items offered by the bidder as compared with the standard.

INTENDED USE:

For the purpose of this provision, "Purchaser" is defined as the "qualified ordering entity. Product sold under this contract shall be for Purchasers "own use" only and shall not be subject to resale. Therefore, the following clause is part of this contract. "Purchaser hereby certifies and represents to seller that it is purchasing the products described herein for its own use as defined in Portland Retail Druggists Association vs. Abbott Laboratories, et. al. and that the products are not for dispensation to persons who are not patient, physicians or employees of the buyer or for other nonexempt dispensation. Purchaser further certifies that, in the event of any nonexempt use of these products, purchaser will submit to seller an accounting of such use, to be followed by an appropriate price adjustment. Additionally, violations of this policy, if proven, shall be treated as a breach of the Contract. In the event vendor identifies a misuse of this contract, they have a right to require an appropriate price adjustment. NOTE: Please be aware that vendors may refuse to ship drugs to retail pharmacies you use to dispense drugs to your patients because this is not in compliance with the above referenced law.

DISPENSING FEE:

Dispensing fee shall apply to prescription drugs only. **Dispensing fee does not apply to over-the-counter (OTC) products unless the item is requested as a prescription item.**

PRODUCT REQUIREMENTS:

All products must be approved by the FDA for distribution within the United States.

Besides meeting minimum standards set forth in the various official compendia, drugs must be pharmaceutically elegant. Color, taste, odor, shape and general appearance must be consistent.

NOTE:

All solid prescription drugs must contain imprinted product identification. Failure of a vendor to supply identified products will be grounds for cancellation and possible assessment of damages against the defaulting contractor. In the case of non-prescription drugs, the State prefers imprinted product identification.

The Contractor shall provide a minimum of 95% of products ordered.

GENERIC AND BRAND PRODUCTS:

Use of generic medication is required unless a brand name medication has been specifically requested by the prescriber by writing "DAW" on the prescription. Should a brand name product be substituted for a generic prescription by the contractor without prior consent of the State, the State will pay only for the cost of the generic product.

OVER THE COUNTER PRODUCTS:

The purpose of this contract is to provide prescription medications, Contractor may also be requested to provide OTC medications. When this occurs, OTC's will not be considered as part of this contract and should be billed separately to the requesting facility. No dispensing fee will be charged unless the item is requested as a prescription item.

TESTS:

Contractor may be required to submit to Procurement Services manufacturer's certificate of tests including test for toxicity made from each batch or lot of material delivered to the State of New York.

PHARMACY ORDERS:

Contractor shall accept pharmacy orders by fax, phone, electronically or modem consistent with NYS Board of Pharmacy regulations governing such use on a 24 hour day, 7 day a week basis.

PACKAGING:

All pharmaceuticals must be packaged in accordance with the best commercial practice and shall comply with applicable Federal and New York State requirements.

Tamper resistant containers are preferred for all pharmaceuticals. The Authorized Users reserve the right to select the appropriate packaging on a "per client basis".

Contractor shall provide solid form product in unit dose packaging utilizing blister pack/30 day cards where available.

PRODUCT SHELF-LIFE

The Contractor shall supply pharmaceuticals that are either newly manufactured and/or have a full shelf life as determined by the Federal Drug Administration (FDA).

DELIVERY REQUIREMENTS:

The contractor shall supply all prescription medications, over the counter items, inventory control and drug consultation in accordance with the instructions on the Purchase Order received from an Authorized User. The medications shall be available for delivery seven days per week. Delivery is required within twenty four (24) hours of receipt of a purchase order (on-time delivery). Weekend and emergency deliveries may also be required at times throughout the contract period. Emergency orders, although quite infrequent, shall be delivered within three (3) hours of order placement. **Delivery will be received by designated administrator or the designee on duty at the facility. It is preferred that upon delivery, the driver will assist in checking in the medications and returning any med's that are rejected. The bidder shall describe in writing in their bid the method of delivery the vendor will provide, what their guaranteed delivery is and what back-up delivery plans they have in place.**

DELIVERY REQUIREMENTS: (Cont'd)

All shipping and/or delivery costs shall be the responsibility of the Contractor. Contractor may elect to have deliveries made through an overnight courier service.

Starter Medications shall be provided to each facility customized to meet the individual needs of the facility formulary. A Facility Formulary will be established with the cooperation of the facility prescribing authority and approved by the agency central office on an annual basis.

The Contractor shall provide a minimum of 95% on-time delivery. If the contractor fails to provide a contract item within the establish time frames, the agency may purchase from another vendor. The contractor shall be liable for any increased costs incurred by the agency.

PRODUCT RECALLS:

The Contractor shall notify OGS of any recalls within one business day of the date upon which they receive notice of the recall.

RETURN OF PHARMACEUTICALS:

The Contractor shall agree to accept the return of unopened, individually packaged units in which no doses have been removed and which show no sign of deterioration in accordance with Public Health Law Section 415.18, as it applies to them and credit the purchaser for the unused medication that is restocked and redistributed. Credits shall be the cost of the pharmaceuticals only. There is no refund for dispensing fees.

The Contractor shall agree to accept the return of blisterpacks provided that the date, lot number and expiration date are clearly indicated on the package and not more than 90 days have elapsed from the date of repackaging (repackaging date is equivalent to one year prior to the expiration date).

Controlled substances, as defined in Section 3306 of the Public Health Law, **CANNOT** be returned for credit.

Medications that were not billed to the facility, such as those billed through Medicare or Medicaid **CANNOT** be returned for credit.

RECORDS RETENTION:

The contractor shall maintain a secure file of all original Purchase Orders for the duration of the contract in accordance with federal, state and local laws.

Contractor will report to the agency Medical Director any identifiable procedural errors, abnormal drug usage, or prescribing patterns which require further follow-up action. All communications of Contractor regarding prescriber habits will be directed to the agency Medical Director.

BILLING:

The contractor shall submit all Medicaid eligible medications for payment directly to Medicaid and receive prior approval from the program when required. Billing shall be "client specific", indicating transactions on a monthly basis to include the specific medication, prescription number, resident name, date dispensed, refill information, name/strength/size of the pharmaceutical, quantity dispensed, physician, unit price, total cost and credits which may include retroactive Medicaid billing. The monthly invoice shall be sent to the ordering facility, **with a copy to the agency central office**, detail the monthly subtotal, credits and net payable. Payment shall be made in thirty (30) days in accordance with the State's Prompt Payment Laws.

A separate itemized invoice shall be submitted for OTC's. (See Product Requirements on page 14).

The Contractor shall provide ordering facilities, at no extra charge, pre-printed Physicians Order Sheets and Medication Administration Records (MAR) that meet JCAHO requirements shall be supplied by the contractor for each client. The MAR's shall be client specific and printed by the contractor. The Physicians' Order Sheets and the MARs shall be approved to form by the ordering agency. In addition a monthly usage report for each facility shall be provided, either electronically or paper copy, to the agency central office.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter. The Grand Total Sales Reports for State and Non-State Agencies are due at the time the procurement fee is payable to the Department of Taxation and Finance, where applicable.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

<u>Item/ SubItem Number</u>	<u>Product or Catalog #</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to Authorized Non-State Agencies</u>	<u>Total \$ Value</u>
					\$
				Grand Total	\$

The report is to be submitted electronically in Microsoft Excel 2013 or lower format to the Office of General Services, Procurement Services, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT: (Cont'd)

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

DIESEL EMISSION REDUCTION ACT:

Pursuant to N.Y. Environmental Conservation Law §19-0323 ("the Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2015 (unless further extended by Law). The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and 6 NYCRR Parts 248 and 249.

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “Product” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518-474-2437 or mail to:

OGS PROCUREMENT SERVICES
 Customer Services, 38th Floor
 Corning Tower - Empire State Plaza
 Albany, New York 12242

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