The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

WVOASIS

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Welcome, Lu Anne Cottrill

Procurement | Budgeting | Accounts Receivable | Accounts Payable

Solicitation Response(SR) Dept: 0506 ID: ESR12141500000002631 Ver.: 1 Function: New Phase: Final

Modified by batch , 12/15/2015

Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 140044

Procurement Type: Central Purchase Order

Vendor ID: 000000165070

Legal Name: CARDINAL HEALTH PHARMACY SERVICES LLC

Alias/DBA:

Total Bid: $657,878.04

Response Date: 12/14/2015

Response Time: 17:28

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: WEH1600000009

Published Date: 12/4/15

Close Date: 12/15/15

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum #1 - Pharmacy Management Services

Total of Header Attachments: 0

Total of All Attachments: 0

Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder : 140044

Solicitation Description : Addendum #1 - Pharmacy Management Services

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-12-15 13:30:00	SR 0506 ESR12141500000002631	1

VENDOR

000000165070

CARDINAL HEALTH PHARMACY SERVICES LLC

FOR INFORMATION CONTACT THE BUYER

April Battle

(304) 558-0067
april.e.battle@wv.gov

Signature X **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Pharmacy Management Services	12.00000	MO	$54,823.170000	$657,878.04

Comm Code	Manufacturer	Specification	Model #
80000000			

Extended Description : Addendum #1 - 4.1.1 Pharmacy Manangement Services

CRFQ 0506 WEH160000000009Pharmacy Management Services

Exhibit A

Description	Monthly Fee	Annual Cost= 12 x Monthly Fee
4.1.1 Total Salaries and Benefits	$54,823.17	$657,878
Monthly Total Not to Exceed	$54,823.17	
Total Annual Operating Expense		$657,878

Award will be made to the vendor meeting all of the specifications and having the lowest Total Annual Operating Expense.

Cardinal Health Pharmacy Services, LLC — 1330 Enclave Parkway, Houston, Texas 77077

Vendor Name (Printed) — **Vendor Address**

Michael D. Brown — 12/14/15

Vendor Authorized Representative — **Signature** — **Date**

E-mail: Michael.brown@cardinalhealth.com — **Telephone#: 281-749-4764** — **Fax#: 281-749-2046**

Request for Quotation
State of West Virginia
Health and Human Resources
Welch Emergency Hospital
Bid Type – Cost
Solicitation No.
CRFQ 0506 WEH1600000009

December 15, 2015 @ 1:30pm

Monica Throckmorton, Account Director
Phone: 813-690-0346
The Pharmacy Management business of
Cardinal Health
1330 Enclave Parkway
Houston, Texas 77077
Fax: 281-749-2046

Purchasing Divison
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
34 — Service - Prof

Proc Folder: 140044

Doc Description: Addendum #1 - Pharmacy Management Services

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-12-04	2015-12-15 13:30:00	CRFQ 0506 WEH1600000009	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

Cardinal Health Pharmacy Services, LLC
1330 Enclave Pkwy.
Houston, Texas 77077
281-749-4000

FOR INFORMATION CONTACT THE BUYER

April Battle
(304) 558-0067
april.e.battle@wv.gov

Signature X [signature] **FEIN #** 26-4679035 **DATE** 12/14/15

All offers subject to all terms and conditions contained in this solicitation

FORM ID : WV-PRC-CRFQ-001

Table of Contents

Certification and Signature Page

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

CARDINAL HEALTH PHARMACY SERVICES, LLC

Michael D. Brown
VP, Managed Services
Phone: 281-749-4764
Fax: 281-749-2046

Date signed: 12/14/15

Addendum Acknowledgement Form

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgement form. Check the box next to each addendum received and signed below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgement: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

✓ **Addendum No. 1**	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Cardinal Health Pharmacy Services, LLC

By: Michael D. Brown
Michael D. Brown

Date: 12/14/15

NOT E: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Specifications

1. **PURPOSE AND SCOPE**: The West Virginia Purchasing Division is soliciting bids on behalf of WVDHHR/BHHF/Welch Community Hospital to establish a contract for a vendor for Pharmacy Management Services, to administer, manage and operate the Pharmacy for Welch Community Hospital (WCH).

Response: Cardinal Health is submitting a bid to The West Virginia Purchasing Division to establish a contract to provide Pharmacy Management Services, to administer, manage, and operate the Pharmacy for Welch Community Hospital (WCH).

2. **DEFINITIONS**: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "**Contract Services**" means Pharmacy Management Services provider as more fully described in these specifications.

2.2 "**Pricing Page**" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.3 "**Solicitation**" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

Response: Cardinal Health understands and complies with the above definitions, as well as those in Section 2 of the General Terms and Conditions.

3. **QUALIFICATIONS**: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor shall obtain all federal and state requirements regarding licensing and certification of pharmacy management and staffing.

Response: Cardinal Health will comply.

3.2. Vendor shall provide upon request verification of a minimum of three years' experience of pharmacy management and staffing.

Response: Cardinal Health and Welch Community Hospital have been in a partnership for pharmacy operations for over 25 years. Cardinal Health Innovative Delivery Solutions has over 45 years of experience in the business of pharmacy management and staffing, managing hundreds of pharmacies for hospitals and healthcare systems.

4. **MANDATORY REQUIREMENTS**:

4.1 **Mandatory Contract Services Requirements and Deliverables**: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 The vendor must quote the providing of Pharmacy Management Services; to administer, manage, and operate the pharmacy of Welch Community Hospital, to include the following services:

4.1.1.1 Must provide qualified personnel in appropriate numbers to provide coverage of Welch Community Hospital's pharmacy during the hours of 8:00 am till 5:00 pm Monday through Friday, 8:00 am till 12:00 pm on Saturday and Sunday with the remaining hours being covered by pharmacists being on call.

Response: Cardinal Health will comply.

4.1.1.2 Must provide seven days per week coverage of a duly licensed and qualified Pharmacist and Support Staff. Current staffing is two (2) full time Pharmacists, and three (3) full time pharmacy technicians; however, staffing is at the discretion of the successful vendor provided that adequate coverage is provided and all pharmacy staff must be provided by the successful vendor. All pharmacy staff must be licensed by the WV Board of Pharmacy. Successful Vendor must provide verification of State of West Virginia Board of Pharmacy Registered Pharmacist License and State of West Virginia Board of Pharmacy Registered Pharmacy Technician Certificate for each employee upon award. Vendor must comply with all regulations as established by the WV Health Care Authority, http://www.hca.wv.gov/policyandplanning/Pages/StateHealthPlan.aspx, WV State Board of Pharmacy,
http://www.wvbop.com/index.php?option=com_content&view=article&id= 54&Itemid=84, and Welch Community Hospital (see attachment) rules and regulations.

Response: Cardinal Health is currently managing the Pharmacy at Welch Community Hospital at this staffing level, which includes a PRN pharmacist to provide coverage for pharmacists taking paid time off. All Cardinal Health pharmacy staff will remain appropriately licensed and current licenses are included in this response. Cardinal Health will comply with all regulations and rules as outlined.

Cardinal Health provides continuous education and training opportunities for pharmacy employees via HealthStream and Cardinal Health's myLearning portal.

4.1.1.3 Vendor must oversee the provision of quality pharmacy services by promoting consistency, continuity and safety.

Response: Cardinal Health will comply.

4.1.1.4 Vendor must provide management of pharmacy inventory, in accordance with West Virginia Department of Health and Human Resources and State of West Virginia Purchasing Policies and Procedures.
http://www.state.wv.us/admin/purchase/Handbook/default.html

Response: Cardinal Health will comply.

4.1.1.5 Vendor must provide management of the Pharmacy Sterile Preparations Program that includes all large volume IV additives, hyperalientations, and piggybacks. The vendor must follow all regulations in accordance with Federal Regulation USP <797>:

http://www.pbm.va.gov/LinksAndOtherResources/USP%20797%20Pharmaceutical%20Compounding%20-%20Sterile%20Compounding.pdf. Vendor must provide qualified personnel to compound sterile preparations.

Response: Cardinal Health will comply. Cardinal Health has a web portal available to all Cardinal Health Pharmacy Management employees called Pharmacy 411. This provides immediate online access to 797 compliance issues. Cardinal Health employees are trained and annually assessed in USP 797 compliance

Cardinal Health, in conjunction with the American Society for Health-System Pharmacists (ASHP), has a proprietary based, online program that will help our pharmacies meet the USP 797 training requirements for pharmacy staff. In partnership with ASHP, Cardinal Health has developed courses that are based on a publication written by Patricia Kienle, RPh, MPA, FASHP, Operations Director, Accreditation and Medication Safety at Cardinal Health. These courses meet the USP 797 requirements for staff training and are accredited for continuing education for both pharmacists and pharmacy technicians.

4.1.1.6 Vendor must administer the drug interaction program to assure that pharmacy profiles are maintained to support a defined drug interaction program and review individual patient drug therapy for incompatibilities, age related doses and minimum and maximum daily doses.

Response: Cardinal Health will comply.

4.1.1.7 Must provide emergency coverage of the Pharmacy during hours when not in operation pharmacy during the hours of 5:00 p.m. till 8:00 a.m. Monday through Friday, 12:00 p.m. till 8:00 a.m. on Saturday and Sunday by the on call pharmacist.

Response: Cardinal Health will comply.

4.1.1.8 Must oversee all pharmacy personnel to insure adequate and competent coverage.

Response: Cardinal Health will comply.

4.1.1.9 Must maintain drug inventories to assure the availability of quality pharmaceuticals at reasonable costs in a timely and effective manner. The facility pays for all medication ordered. Pharmacy Management is not responsible for paying for medications nor do they receive any revenue from medications.

Response: Cardinal Health will comply.

All pharmacy employees have completed Cardinal Health's Level 1 Purchaser Training to ensure best practices are in place at Welch Community Hospital.

Cardinal Health provides extensive inventory management training and tools to Cardinal Health's pharmacists and technicians.

Cardinal Health provides Purchaser Training Competency Programs. These programs provide a foundation of pharmacy purchasing knowledge and cover purchasing considerations, contract

compliance, purchasing of controlled substances, receiving and storage of pharmacy products, and accounting processes.

Cardinal Health also offers training and development courses through its proprietary Pharmacy 411 website. Through this website, the Pharmacy staff has access to the most recent information that affects hospital systems, webcasts and further training.

4.1.1.10 Must provide continuing education and consultation to nurses, physicians and other health professionals relating to new pharmaceutical developments and clinical and drug informational services.

Response: Cardinal Health will comply.

Cardinal Health provides drug information and education to all Welch Community Hospital professional staff. The training is designed to maintain and improve knowledge and skills. This includes resources provided by our clinical and quality departments, such as Quality Matters newsletters, eJournals, and ISMP alerts. The pharmacy staff receives on-the-job education along with monthly assignments in HealthStream.

4.1.1.11 Must have the ability to work within the Facility's integrated CPOE (Computerized Physician Order Entry) system. The Facility utilizes Open Vista, developed by the U.S. Department of Veterans Affairs, as their electronic health record. The pharmacist shall verify and finish orders within the system to work in BCMA (Bar Code Medication Administration). The Facility provides both hardware and software programs. The Pharmacist shall assist the State in maintaining the shared master drug file (The shared drug file is utilized by all State Facilities). The Facility utilizes the National Drug File (NDF) Support Group whom updates and maintains the drug-drug interaction file in Open Vista.

Response: Cardinal Health will comply.

Cardinal Health's Director of Pharmacy at Welch Community Hospital enters all new drugs into the master drug file. In conjunction with the hospital's accounting department, the Director sets up all pharmacy charges based on the hospital's charge formula.

4.1.1.12 Must provide or advise the hospital administration regarding equipment that may be needed in order to provide for the efficient and timely delivery of pharmacy services.

Response: Cardinal Health will comply.

4.1.1.13 Must ensure that all medications are "in date" and available when needed.

Response: Cardinal Health will comply.

4.1.1.14 Must provide and assist hospital in developing policies and procedures individually tailored to meet the pharmacy requirements of WCH.

Response: Cardinal Health will comply.

Cardinal Health's Director of Pharmacy annually updates all pharmacy policies and procedures. This includes changes that may affect other departments within the hospital.

4.1.1.15 Must implement and update, in conjunction with medical staff, on a continuing basis, a formulary system that assures that duplication of medication inventory is minimized and aid in selection of the most appropriate, cost effective drugs.

Response: Cardinal Health will comply.

4.1.1.16 The Facility utilizes bar code technology (Bar Code Medication Administration) in administering medication. All drugs must be unit-dosed with attached bar codes. The pharmacist shall be responsible for scanning all new drugs purchased into the system.

Response: Cardinal Health will comply.

4.1.1.17 Shall enter patient charges into the hospital's accounting system for floor stock utilized, as identified by the charging individual. Must minimize lost charges from floor stock.

Response: Cardinal Health will comply.

The pharmacy staff enters daily charges into the hospital's accounting system. The staff reconciles all floor stock with charges and identifies discrepancies that may occur by identifying lost charges and medication errors. A reporting of lost charges will be sent to the patient care areas for their responses.

4.1.1.18 Must permit the Department's authorized representatives and designees to have free access to the pharmacy and to observe and inspect its operation at any time, with or without notice, as deemed necessary by the representatives and to cooperate with the representatives by sharing all facility records, including financial and other relevant information upon request. The vendor must ensure maintenance of all records deemed necessary by the Department for proper monitoring and auditing of its performance under the contract.

Response: Cardinal Health will comply. Per Cardinal Health's policy and West Virginia Pharmacy Regulations, the Department's authorized representatives and/or designee will be accompanied in the pharmacy by a registered pharmacist.

4.1.1.19 Must permit the Department to perform evaluations of the vendor's proper monitoring and auditing of its performance under the contract.

Response: Cardinal Health will comply.

4.1.1.20 Must permit the Department to perform evaluations of the vendor's performance of the terms of the contract, and make its findings known to the contractor and to any third parties as deemed appropriate by the Department.

Response: Cardinal Health will comply.

4.1.1.21 Must immediately notify the Department of any matters alleging liability of the facility, pharmacy or staff.

Response: Cardinal Health will comply.

4.1.1.22 Must submit periodic reports to the WCH Administration/Department regarding management of the pharmacy in accordance with procedures and established by the WCH Administration/Department.

Response: Cardinal Health will comply.

4.1.1.23 Must assure that all hospital records, medical records, financial and other reports and records are maintained on conformity with applicable federal and state regulations and established industry standards.

Response: Cardinal Health will comply.

4.1.1.24 Must confer with and assist the Department in evaluating the pharmacy services and in long range planning in order to meet the healthcare needs of WCH's patients.

Response: Cardinal Health will comply.

4.1.1.25 The pharmacy will not provide any outpatient services (such as employee prescriptions, discharge prescriptions, clinic support).

Response: Cardinal Health acknowledges that at the current time, Welch Community Hospital does not provide any outpatient services.

4.1.1.26 Must serve on WCH and Pharmacy Committee as appropriate.

Response: Cardinal Health will comply.

4.1.1.27 Must provide Clinical Pharmacy Services, including: formulary, management, tabulated antibiotic, econotherapeutic information to the Medical Staff, dose and serum concentration reviews with dosing recommendations.

Response: Cardinal Health will comply. Cardinal Health pharmacists have access to several Clinical Subject Matter Experts specializing in clinical pharmacy. For example, Oscar Guzman, PharmD, BCPS, Director of Infectious Disease and Clinical Care for Cardinal Health, has provided Welch Hospital staff, including physicians, nurses, pharmacists and other appropriate clinicians, with antibiotic stewardship training. Dr. Guzman leverages his deep experience in clinical pharmacy and critical care to help hospitals implement comprehensive programs that improve patient safety and reduce the spread of infectious disease. He is a member of several state and national infectious disease and critical care organizations, and also serves as program co-director of an Infectious Disease Pharmacotherapy Residency at the University of Houston College of Pharmacy.

Cardinal Health has many online programs, featuring state-of-the-art programs, econotherapeutics, formulary management, antibiotic best practices, and many other clinical initiatives supported by evidence-based medicine to positively impact today's pharmacy and hospital expectations.

4.1.1.28 Must integrate contract staff into hospital operations and must participate with Total Quality Management and other Quality Management activities that may be implemented as required.

Response: Cardinal Health will comply.

4.1.1.29 Must place orders for drugs from the Agency-Wide Drug Contract via automated ordering system.

Response: Cardinal Health will comply.

4.1.1.30 Must provide ongoing medical staff education utilizing newsletters, on-site in-services and medical information obtained from company resources. (Accredited medical/pharmacy school may also be utilized.)

Response: Cardinal Health will comply.

5. **CONTRACT AWARD**:

5.1 **Contract Award**: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 **Pricing Page**: Vendor should complete the Pricing Page by completing the Pricing Page included within this solicitation. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: April.E.Battle@wv.gov.

Response: Cardinal Health shall electronically enter the information into the Pricing Pages through wvOASIS.

6. **PERFORMANCE**: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

Response: Cardinal Health will comply.

7. **PAYMENT**: Agency shall pay a flat monthly fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Response: Cardinal Health accepts the payment terms outlined herein.

8. **TRAVEL**: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

Response: Cardinal Health will comply.

9. **FACILITIES ACCESS**: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

Response: Cardinal Health will comply.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

Response: Cardinal Health will comply.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

Response: Cardinal Health will comply.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

Response: Cardinal Health will comply.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

Response: Cardinal Health will comply.

10. **VENDOR DEFAULT**:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

Response: Cardinal Health acknowledges the vendor default stipulations.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
10.2.3. Any other remedies available in law or equity.

Response: Cardinal Health acknowledges the vendor default stipulations.

11. **MISCELLANEOUS**:

11.1. **Contract Manager**: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Janet L. Harless
Telephone Number: 304-436-8667
Fax Number: 304-436-3766
Email Address: Janet.L.Harless@wv.gov

Account Manager: Monica Throckmorton
Telephone Number: 813-690-0346
Fax Number: 281-749-2046
Email Address: Monica.Throckmorton@cardinalhealth.com

Bid Bond

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
CARDINAL HEALTH PHARMACY SERVICES, LLC
1330 Enclave Parkway
Houston, TX 77077

SURETY:
(Name, legal status and principal place of business)
TRAVELERS CASUALTY AND SURETY COMPANY
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
STATE OF WEST VIRGINIA
Health & Human Resources, Dept. of Administration, Purchasing Division
2019 Washington Street East, Charleston, WV 25305-0103

BOND AMOUNT: Five percent of amount bid. (5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Pharmacy Management Services. CRFQ 0506 WEH1600000009

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of December, 2015

Kristi Kelly
(Witness)

Christina Barath
(Witness)

CARDINAL HEALTH PHARMACY SERVICES, LLC
(Principal) *(Seal)*
(Title)

TRAVELERS CASUALTY AND SURETY COMPANY
(Surety) *(Seal)*
Jennifer Williams
(Title) Jennifer Williams, Attorney In Fact

ACKNOWLEDGEMENT BY SURETY

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 9th day of December, 2015,. before me, Salena Wood, a Notary Public, within and for said County and State, personally appeared Jennifer Williams to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Salena Wood
Notary Public in the State of Missouri
County of St. Louis

SALENA WOOD
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires: July 17, 2019
Commission # 15129105

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229587

Certificate No. 006416297

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas U. Krippene, Susan R. Schwartz, Christina Baratti, Catherine L. Geimer, Eric D. Sauer, Salena Wood, Jeannette M. Davis, and Jennifer Williams

of the City of St. Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 29th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed In U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of December, 20 15.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Performance Bond

Cardinal Health has requested a Performance Bond, which shall be available upon award of contract.

Insurance

Memorandum of Insurance

MEMORANDUM OF INSURANCE

DATE
09-Dec-2015

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=856864. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co. A GREENWICH INSURANCE COMPANY
INSURED Cardinal Health, Inc. 7000 Cardinal Place Dublin Ohio 43017 United States	Co. B XL SPECIALTY INSURANCE COMPANY Co. C XL INSURANCE COMPANY, LTD. Co. D XL INSURANCE AMERICA, INC.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (LIMITS IN USD UNLESS OTHERWISE INDICATED)	
A C	GENERAL LIABILITY Commercial General Liability Occurrence	(AOS/PR) - RGD943716710 (CANADA) - CA00001145LI15A *PROD/COMP OPS & PHARMACIST LIAB	30-JUN-2015 30-JUN-2015	30-JUN-2016 30-JUN-2016	GENERAL AGGREGATE	USD 5,000,000
					PRODUCTS - COMP/OP AGG	*SEE PAGE 2
					PERSONAL AND ADV INJURY	USD 5,000,000
					EACH OCCURRENCE	USD 5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD 1,000,000
					MED EXP (ANY ONE PERSON)	N/A
A C	AUTOMOBILE LIABILITY Any Auto	(AOS/PR) - RAD943716810 (CANADA) - CA00001196AU15A	30-JUN-2015 30-JUN-2015	30-JUN-2016 30-JUN-2016	COMBINED SINGLE LIMIT	USD 5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
D C	EXCESS LIABILITY Umbrella Form	(US) - US00009085LI15A (CANADA) - CA00002703LI15A	30-JUN-2015 30-JUN-2015	30-JUN-2016 30-JUN-2016	EACH OCCURENCE	USD 5,000,000
					AGGREGATE	USD 5,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	

D D B	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	(AOS) - RWD943512510 (WI) - RWR943512610 (AK) - RWD943541902	30-JUN-2015 30-JUN-2015 30-JUN-2015	30-JUN-2016 30-JUN-2016 30-JUN-2016	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD 5,000,000
					EL DISEASE - POLICY LIMIT	USD 5,000,000
					EL DISEASE - EACH EMPLOYEE	USD 5,000,000
B	(West Texas Nuclear Pharmacy Partners) - Workers Compensation	RWG 943522009	30-JUN-2015	30-JUN-2016	Each Accident/Disease Aggregate/Disease Each Employee	$5,000,000/ $5,000,000/5,000,000
B	(OH) - Excess Workers Compensation	RWE 943514310	30-JUN-2015	30-JUN-2016	see below**	see below**

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

DATE
09-Dec-2015

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PRODUCER	INSURED
Marsh USA Inc. ("Marsh")	Cardinal Health, Inc. 7000 Cardinal Place Dublin Ohio 43017 United States

ADDITIONAL INFORMATION

*AS RESPECTS SELF-INSURED PRODUCT LIABILITY AND PHARMACIST PROFESSIONAL LIABILITY:

Products Completed Operations & Pharmacists Liability
Period: 06/30/2015 - 06/30/2016
Limits: $10,000,000 USD Each Occurrence

Ohio Excess Workers Compensation - RWE 943514310
WC STATUTORY LIMIT
EL EACH ACCIDENT: $4,500,000
EL DISEASE (EMPLOYEE): $4,500,000
EL DISEASE (POLICY LIMIT): $4,500,000

SIR WC AND EL: $500,000

Cardinal Health is self-insured for products and completed operations liability and pharmacist professional liability at the above limits of insurance and, therefore, you will not be named as additional insured. Cardinal Health's self-insurance is backed by its financial strength documented in financial statements found at www.cardinalhealth.com. The existence of self-insurance within Cardinal Health's insurance program does not change any obligation we may have, and shall not be deemed to exceed the scope of coverage and/or limits required, under our written contract or agreement with you.

AS RESPECTS THE COMMERCIAL GENERAL LIABILITY POLICY:
Additional Insured Where Required under Written Contract or Agreement Endorsement
Additional Insured Managers or Lessors of Premises Endorsement

Any insurance provided to an Additional Insured shall not exceed the scope of coverage and/or limits required within the contract or agreement.

AS RESPECTS THE AUTOMOBILE LIABILITY POLICY:
Coverage symbol 1 (Any Auto) applies to Automobile Liability which includes coverage for Hired / Non-Owned Autos

Additional Insured Lessor Endorsement All leased autos leased or rented under a leasing or rental agreement that requires Cardinal Health to provide direct primary insurance for the lessor are considered covered autos. The policy will pay Cardinal Health and the lessor for loss to a leased auto, as interest may appear.

Additional Insured Where Required under Written Contract or Agreement Endorsement

Auto Comprehensive and Collision Coverage is self-insured for all owned vehicles.

AS RESPECTS GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS' COMPENSATION POLICIES:
Waiver of Subrogation is permitted as required by written contract or agreement executed prior to loss and in accordance with the terms, conditions and exclusions of the applicable policies.

AS RESPECTS ALL POLICIES:
The full limits evidenced in the Memorandum of Insurance above may not apply to all authorized viewers and less limits may apply in accordance with the terms and conditions of the applicable executed written contract or agreement with Cardinal Health.

NAMED INSURED LISTING FOR JUNE 30, 2015 - JUNE 30, 2016 INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
ABILENE NUCLEAR, LLC
ACCESSCLOSURE, INC.
AERO-MED, LTD
ALLEGIANCE CORPORATION
ALLEGIANCE I, LLC
ASSURAMED, INC.
BELLWETHER ONCOLOGY ALLIANCE, INC.
C. INTERNATIONAL, INC.
CARDINAL HEALTH 2, LLC (FKA THE GRIFFIN GROUP, INC.)
CARDINAL HEALTH 3, LLC (FKA C RED WING DATA CORPORATION)
CARDINAL HEALTH 5, LLC
CARDINAL HEALTH 6, INC.
CARDINAL HEALTH 7, LLC
CARDINAL HEALTH 100, INC.
CARDINAL HEALTH 104, LP (CARDINAL DISTRIBUTION LP)
CARDINAL HEALTH 105, INC. (FKA CORD LOGISTICS, INC.)

CARDINAL HEALTH 107, LLC (FKA NATIONAL PHARMPAK SERVICES, INC.)
CARDINAL HEALTH 108, LLC (FKA NATIONAL SPECIALTY SERVICES, INC.)
CARDINAL HEALTH 108, LLC (DBA METRO MEDICAL)
CARDINAL HEALTH 110, LLC
CARDINAL HEALTH 112, LLC
CARDINAL HEALTH 113, LLC (FKA DOHMEN DISTRIBUTION PARTNERS SOUTHEAST LLC)
CARDINAL HEALTH 114, INC. (DBA HEALTH CONNECTIONS, LLC)
CARDINAL HEALTH 115, LLC (DBA HEALTHCARE SOLUTIONS, INC.)
CARDINAL HEALTH 116, LLC
CARDINAL HEALTH 118, LLC
CARDINAL HEALTH 119, LLC
CARDINAL HEALTH 121, LLC (FKA HEALTHCARE SOLUTIONS HOLDING, LLC)
CARDINAL HEALTH 122, LLC (FKA P4 HEALTHCARE, LLC)
CARDINAL HEALTH 123, LLC (FKA P4 PATHWAYS, LLC)
CARDINAL HEALTH 124, LLC (FKA P4 SOLUTIONS, LLC)
CARDINAL HEALTH 125, LLC (FKA MEDTREND INTERNATIONAL, LLC)
CARDINAL HEALTH 126, LLC (FKA CLINICAL DATA MATRIX, LLC)
CARDINAL HEALTH 127, INC. (D/B/A CARDINAL HEALTH REGULATORY SCIENCES)
CARDINAL HEALTH 128, LLC. (D/B/A MMS SOLUTIONS)
CARDINAL HEALTH 132, LLC
CARDINAL HEALTH 200, LLC (FKA ALLEGIANCE HEALTHCARE CORPORATION)
CARDINAL HEALTH 201, INC. (FKA ALLEGIANCE HEALTHCARE INTERNATIONAL, INC.)
CARDINAL HEALTH 215, LLC
CARDINAL HEALTH 246, INC. (FKA RGH DISTRIBUTION COMPANY, LLC)
CARDINAL HEALTH 247, INC. (FKA EMERGE MEDICAL, INC.)
CARDINAL HEALTH 249, LLC. (DBA FDSI LOGISTICS)
CARDINAL HEALTH 253, LP
CARDINAL HEALTH 411, INC.
CARDINAL HEALTH 414, LLC (AKA NUCLEAR PHARMACY SERVICES)
CARDINAL HEALTH 418, INC. (AKA NUCLEAR PHARMACY SERVICES)
CARDINAL HEALTH CANADA, INC. (CHCI) (FKA SOURCE MEDICAL CORPORATION or CARDINAL HEALTH CANADA 204, INC.)
CARDINAL HEALTH CAPITAL CORPORATION
CARDINAL HEALTH CARDIOLOGY SOLUTIONS, LLC
CARDINAL HEALTH CORPORATE SOLUTIONS, LLC
CARDINAL HEALTH FUNDING, LLC
CARDINAL HEALTH FOUNDATION
CARDINAL HEALTH IPS, LLC
CARDINAL HEALTH MANAGED CARE SERVICES, LLC
CARDINAL HEALTH MPB, INC.
CARDINAL HEALTH PHARMACEUTICAL CONTRACTING, LLC
CARDINAL HEALTH PHARMACY SERVICES, LLC
CARDINAL HEALTH P.R. 120, INC.
CARDINAL HEALTH P.R. 218, INC.
CARDINAL HEALTH P.R. 436, INC.
CARDINAL HEALTH SPECIALTY PHARMACY, LLC (FKA OncoSource Rx, LLC)
CARDINAL HEALTH SYSTEMS, INC.
CARDINAL HEALTH TECHNOLOGIES, LLC
CORDIS CORPORATION
CORNERSTONE PARTNERS GPO, LP
DIK DRUG COMPANY, LLC
DIK MEDICAL SUPPLIES, LLC
ELLIPTICARE, LLC

FLEXIBLE STENTING SOLUTION, INC.
GRIFFIN CAPITAL, LLC
INNOVATIVE THERAPIES, INC.
INSTANT DIAGNOSTICS SYSTEMS, INC.
ITI SALES, LLC
KINRAY, LLC
LAKE CHARLES PHARMACEUTICAL SUPPLY COMPANY, LLC
LEADER DRUGSTORES, INC.
MEDICAP PHARMACIES INCORPORATED
MEDICINE SHOPPE CAPITAL CORPORATION
MEDICINE SHOPPE INTERNATIONAL, INC.
MEDICINE SHOPPE INTERNET, INC.
NAVIHEALTH HOLDINGS, LLC
NAVIHEALTH, INC.
ONE CLOVERLEAF, LLC
OUTCOMES INCORPORATED
PARMED PHARMACEUTICALS, LLC
PHARMACY OPERATIONS OF NEW YORK, INC.
PHARMACY OPERATIONS, INC.
RANSDELL SURGICAL, INC.
RENAL PURCHASING GROUP, LLC
RGH ENTERPRISES, INC. (D/B/A EDGEPARK MEDICAL SUPPLIES & D/B/A INDEPENDENCE MEDICAL & D/B/A HOME HEALTHCARE SOLUTIONS)
RxEALTIME, INC
SIERRA RADIOPHARMACY, LLC
SONEXUS HEALTH, LLC
SONEXUS HEALTH ACCESS & PATIENT SUPPORT, LLC
SONEXUS HEALTH DISTRIBUTION SERVICES, LLC
SONEXUS HEALTH FINANCIAL SOLUTIONS, LLC
SONEXUS HEALTH PHARMACY SERVICES, LLC
THE HARVARD DRUG GROUP, LLC
THE HARVARD DRUG GROUP, LLC., D/B/A MAJOR PHARMACEUTICALS AND RUGBY LABORATORIES
TRADEX INTERNATIONAL, INC.
UROMED, INC
WAVEMARK, INC.
WEST TEXAS NUCLEAR PHARMACY PARTNERS

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

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Pharmacy Employees' Licenses and Certificates

REGISTERED PHARMACIST LICENSE
July 1, 2014-June 30, 2016

Michael D. Kirk
Registered Pharmacist
License #[redacted]

REGISTERED PHARMACIST LICENSE
July 1, 2014-June 30, 2016

Janet L. Perdieu
Registered Pharmacist
License #[redacted]

REGISTERED PHARMACY TECHNICIAN CERTIFICATE
July 1, 2015-June 30, 2017

Sally S. Bailey
Registered Pharmacy Technician
License #[redacted]

REGISTERED PHARMACIST LICENSE
July 1, 2015- June 30, 2017

Jennifer N. Jones
Registered Pharmacist
License #[redacted]

Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE
July 1, 2015-June 30, 2017

Lenore Reynolds
Registered Pharmacy Technician
License #[redacted]

Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE
July 1, 2015-June 30, 2017

Gail L. Capparelli
Registered Pharmacy Technician
License [redacted]

Vendor Registration

WV Oasis

Transaction Number: 20151103102971

Status: CompletedOk

Amount: $125.00

Company Name: Cardinal Health Pharmacy Services, LLC

Name: Robin Popp

Address: 1103 N 27th Street

Norfolk NE 68701

Phone: 402-316-3269

e-Mail: robin.popp@cardinalhealth.com

Card Holder: Robin Popp

Card Type: American Express

Card: xxxxxxxxxxx1003

*Your bank statement will show WV Treasury for this transaction

Vendor Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"**Debt**" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"**Employer default**" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"**Related party**" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Cardinal Health Pharmacy Services, LLC

Authorized Signature: [signature] Date: 12/14/15

State of Texas

County of Harris, to-wit:

Taken, subscribed, and sworn to before me this 14th day of December, 2015.

My Commission expires 3-4, 2016.

AFFIX SEAL HERE NOTARY PUBLIC STATE OF TEXAS LAJEAN ENGLISH NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 03/04/2016

NOTARY PUBLIC [signature]

Business Associate Agreement

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

    a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: http://www.state.wv.us/admin/purchase/vrc/agencyll.html.

    b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160 402(c).

    c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.

    d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.

    e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.

g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.

h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.

j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. **Permitted Uses and Disclosures.**

a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.

b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.

c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. **Obligations of Associate.**

a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.

b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.

c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:

i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;

ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;

iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;

iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act

ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

- the date of disclosure;
- the name of the entity or person who received the PHI, and if known, the address of the entity or person;
- a brief description of the PHI disclosed; and
- a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."

v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI

g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.

k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.

l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyll.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or https://apps.wv.gov/ot/ir/Default.aspx.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. **Addendum Administration.**

a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.

b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.

d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.

e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. **General Provisions/Ownership of PHI.**

a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.

b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.

c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.

d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.

h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: Welch Community Hospital

Name of Associate: MICHAEL D. BROWN

Signature: [illegible]

Signature: [illegible]

Title: CEO

Title: VP, Managed Services

Date: 6/11/2014

Date: 6/5/14

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF June 20 14
Patrick Morrisey
Attorney General
BY [illegible]

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Cardinal Health Pharmacy Service

Name of Agency: WVDHHR/BHHF/Welch Community Hospital

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Medical Record
Billing System

Vendor Preference Certificate

WV-10
Approved / Revised
08/01/15

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with ***West Virginia Code***, §5A-3-37. (Does not apply to construction contracts). ***West Virginia Code***, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the ***West Virginia Code***. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
   - [ ] Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
   - [ ] Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
   - [ ] Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. **Application is made for 2.5% vendor preference for the reason checked:**
   - [ ] Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. **Application is made for 2.5% vendor preference for the reason checked:**
   - [✓] Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

4. **Application is made for 5% vendor preference for the reason checked:**
   - [ ] Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
   - [ ] Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
   - [ ] Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules.***
   - [ ] Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Cardinal Health Pharmacy Services, LLC **Signed:** Michael S Brown

Date: 12/14/15 **Title:** VP, Managed Services

Pricing Page

CRFQ 0506 WEH160000000009Pharmacy Management Services

Exhibit A

Description	Monthly Fee	Annual Cost= 12 x Monthly Fee
4.1.1 Total Salaries and Benefits	$54,823.17	$657,878
Monthly Total Not to Exceed	$54,823.17	
Total Annual Operating Expense		$657,878

Award will be made to the vendor meeting all of the specifications and having the lowest Total Annual Operating Expense.

Cardinal Health Pharmacy Services, LLC — 1330 Enclave Parkway, Houston, Texas 77077

Vendor Name (Printed) — **Vendor Address**

Michael D. Brown — Michael D. Brown — 12/14/15

Vendor Authorized Representative — **Signature** — **Date**

E-mail: Michael.brown@cardinalhealth.com — **Telephone#: 281-749-4764** — **Fax#: 281-749-2046**