State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER	PAGE
BHS80090	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

Continuum Care
John Stock
78 Perrywinkle Lane
Huntington, WV 25702

SHIP TO
HEALTH AND HUMAN RESOURCES
VARIOUS LOCALES AS
INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/24/2008				

BID OPENING DATE: 04/08/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

ADDENDUM NO. 3

1. TO MOVE BID OPENING FROM 4/2/2008 TO 4/8/2008.
2. QUESTIONS AND ANSWERS ARE ATTACHED.
3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE T SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.

EXHIBIT 10

REQUISITION NO.: BHS80090

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:
NO. 1 ..X.....
NO. 2 ..X.....
NO. 3 ..X.....
NO. 4 .....
NO. 5 .....

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.

2. The State may accept or reject in part, or in whole, any bid.

3. All quotations are governed by the ***West Virginia Code*** and the ***Legislative Rules*** of the Purchasing Division.

4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required $125.00 registration fee.

5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

6. Payment may only be made after the delivery and acceptance of goods or services.

7. Interest may be paid for late payment in accordance with the ***West Virginia Code.***

8. Vendor preference will be granted upon written request in accordance with the ***West Virginia Code.***

9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.

11. The laws of the State of West Virginia and the ***Legislative Rules*** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.

12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.

14. **HIPAA Business Associate Addendum** - The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (**http://www.state.wv.us/admin/purchase/vrc/hipaa.htm**) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasi

2. **SPECIFICATIONS:** Items offered must be in comp specifications must be clearly indicated by the bidder. Alternates must be clearly defined. A bidder offering an alternate shou bid. The Purchasing Division may waive minor deviations to

3. Complete all sections of the quotation form.

4. Unit prices shall prevail in cases of discrepancy.

5. All quotations are considered F.O.B. destination unles quotation.

6. **BID SUBMISSION:** All quotations must be delivered and time of the bid opening. Failure of the bidder to deliver the

SIGNED BID TO:

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

State of West Virginia
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BHS80090	2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
HEALTH AND HUMAN RESOURCES
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/24/2008				

BID OPENING DATE: 04/08/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.					
	VENDOR MUST CLEARLY 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.					
	David L Carr SIGNATURE					
	ContinuumCARE COMPANY					
	4/7/08 DATE					
	REV. 11/96					
	END OF ADDENDUM NO. 3					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE

SHIP TO
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03/24/2008				

BID OPENING DATE: 04/08/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		270-00		
	BLANKET CONTRACT FOR PHARMACY SERVICES & SUPPLIES					
	****** THIS IS THE END OF RFQ BHS80090 ****** TOTAL:					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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To respond to vendor questions, as follows:

Question 1: What symbology is required for the bar code on labels?

Response: Code 128 or 39; IEN number.

a. What is required to be included in the bar code?

Response: All info required by federal law. The existing barcode will be linked to the IEN in the system. If no barcode exists, then the IEN will be used for the barcode.

b. What is the specification of the required bar code scanner?

Response: Liner (Picket Fence) 2-d.

c. What is the procedure for entering barcodes remotely into the VistA System?

Response: The pharmacist would have to VPN into Charleston, log into the CPRS/Keene system, then scan the barcode against the master drug file. If it's not in the drug file, then the pharmacist must go into adding new drugs, assign a unique IEN number, scan the barcode, and then manually enter the info for the drug.

d. Can we have an IT contact name and number?

Response: This information will be made available to the successful bidding, once the RFQ has been awarded.

Question 2: Is there a system interface specification and an overview of the VistA system available?

Response: There is no interface involved; the selected vendor will use the VPN (virtual private network) to access the software. For an overview of VistA, you may download the monograph from the VA website at: http://www.va.gov/vista_monograph/

Question 3: Could we have a list and utilization of the top 100 medications referenced on page 18 by facility?

Response: See attachment #1

Question 4: Could we have the utilization of the top OTC medications referenced on page 18 by facility?

Response: See attachment #4

Question 5: Would it be a requirement to provide medication regimen reviews electronically on a secured web site?

Response: No, it not a requirement to provide medication regimen reviews electronically on a secure web site.

Question 6: Would each facility be accessible for a tour and assessment?

Response: Yes

Question 7: Can we obtain the current pricing for each facility for prescription and OTC meds?

Response: The current pricing is not available, for each facility.

Question 8: Is the RFQ for all facilities or can we bid on one particular facility?

Response: This is an all inclusive contract and must be bid for all facilities listed in the RFQ.

Question 9· What list needs to be noted on Insurance Requirement Form?

Response: Since this contract is to be utilized by multiple facilities, a generic: **State of West Virginia** should be listed as certificate holder.

Question 10: Please provide a list of the participants (physical as well as telephonic) at the February 13 pre-bid conference, including Department of Health and Human Resources (DHHR) representatives as well as vendors and the companies they represent.

Response:

- Jerry Luck (DHHR VistA Project Manger)
- Carla Parent (CFO Pinecrest Hospital)
- Jim Jackson (DHHR Purchasing)
- Gary McCoy (William R. Sharpe, Jr. Hospital Pharmacist)
- Tami Williams (Bureau for Behavioral Health & Health Facilities Purchasing)
- Vendors in attendance (Please see Sign In Sheet - Attached)

Question 11: What is the targeted award date for the contract?

Response: The targeted award date is uncertain at this time. All bids received by the Department of Administration (DOA) Purchasing will be submitted to the spending unit for review. Once the review is completed, an award recommendation will be submitted to DHHR Purchasing who will then submit the recommendation to DOA Purchasing. The recommendation will be reviewed by DOA and if everything is acceptable, a purchase order will be cut and mailed to the successful vendor. This process could possibly take a few weeks.

Question 12: What is the targeted start date for the contract?

Response: Vendor will be required to begin services immediately upon receipt of contract award. The exact date has not been determined at this time.

Question 13: What incumbent vendor holds the current contract at each facility covered under the RFQ?

Response:

- Hopemont: Neighborcare Morgantown
- Lakin: Continuum Care Pharmacy
- Manchin: Rider Pharmacy
- Pinecrest: Continuum Care Pharmacy
- Welch: There is no contract/agreement but a local pharmacy does provide the LTC patients with medications.

Question 14: Please provide a copy of the current pharmacy services contract for each of the facilities covered under the RFQ, including any exhibits, attachments, and amendments.

Response: See attached.

Question 15: For each of the facilities covered under the RFQ, please provide (by year) the amounts and reasons for any paybacks, credits, and/or liquidated damages the State has assessed against the incumbent pharmacy vendor over the term of the current contract.

Response:

- Hopemont: credit due to billing errors
- Lakin: No information available
- Manchin: No information available
- Pinecrest: None
- Welch: None

Question 16: To ensure consistency among submitted bids, please indicate each facility's average population level/number of residents on which the DHHR wishes bidders to base their pricing.

Response: This information is on page ten (10) in the RFQ (Licensed Beds & Average Census).

Question 17: What is the average length of stay (ALOS) at the DHHR facilities?

Response:

- Hopemont: 341 days
- Lakin: 10 years
- Manchin: Info not available
- Pinecrest: We are a LTC facility and do not average the length of stay. Residents can stay for a day or many years.
- Welch: We are a LTC facility and do not average the length of stay. Residents can stay for a day or many years.

Question 18: Are any of the facilities covered under the RFQ currently accredited by the Joint Commission? If "yes," please provide the following dates for each accredited facility.

Response: No.

a. Original accreditation: N/A

b. Most recent accreditation: N/A

c. Next audit: N/A

Question 19: Are any of the facilities covered under the RFQ currently subject to any court orders or legal directives that would impact the provision of pharmacy services? If "yes," please provide copies of the order/directive.

Response: No

Question 20: In several places, the RFQ indicates that the Vendor is to "provide" medications, i.e., order and deliver the pharmaceuticals and pharmacy supplies. Please clarify who is financially responsible for payment for these pharmaceuticals and pharmacy supplies.

Response: The vendor will be responsible for billing the Long Term Care resident's insurance, indicating to the insurance company that the resident is in a long term care facility. Any co-payments or amounts not covered would then be the responsibility of the facility/resident.

Question 21: Please define the scope of pharmacy supplies included under the contract. For example, does the State consider bandages and syringes to be pharmacy supplies? Or are these types of items *medical* supplies, provided under some other contract?

Response: No, these types of items would be considered medical supplies.

Question 22: Please define "individual dose containers" as used in *Item b* in the Scope of Work on Page 10 of the RFQ, i.e., does the DHHR want blister packs, vials, etc?

Response: Single-dose vials and blister packs (or alternative based upon individual facility desires)

Question 23: For each facility covered under the RFQ, please list the hours during which the institution will accept deliveries.

Response:

- Hopemont: 24/7 but would prefer no deliveries between 6:30AM and 9:00 AM.
- Lakin: 24/7
- Manchin: 9 AM – 3 PM
- Pinecrest: Monday-Friday between the hours of 9AM and 5 PM
- Welch: Routine deliveries - Preferably 8:30 AM to 4:30 PM; new residents - 24/7 to Nursing Supervisor.

Question 24: For each facility covered under the RFQ, please list all third-party insurers that either the incumbent Vendor or the institution has billed in the past two years.

Response:

- Hopemont: Medicaid Part D
- Lakin: None
- Manchin: Information not available
- Pinecrest: UMWA
- Welch: AARP Preferred; AARP Saver; AmeriHealth Advantage Rx Option One; CIGNATURE Rx Value Plan; Community Care Rx; Community Hospices of America; HealthSpring; Highmark Senior – BlueRx Plus & Value; Human Standard & Enhanced; Medicare B; Prescription Pathway; Rx America – Advantage, Secure Rx; SilverScript; UMWA; Unicare MedicareRx Rewards Value; WellCare Classic; WellCare Signature; and, WV Medicaid.

Question 25: For each facility covered under the RFQ, please provide the quantity and the total dollar amount for the past 12 months for medications that were not billable to third-party insurance over the past year.

Response:

- Hopemont: See attachment #3.
- Lakin: approximately $32,660 (current projection for next 12 month period is $23,500)
- Manchin: $1,291.52

- Pinecrest: Information not available.
- Welch: estimated $9,360/OTC per hospital pharmacy

Question 26: With regard to *Item m* in the Scope of Work on Page 11 of the RFQ, will the Vendor have the ability to enter progress notes and other notes pertaining to the monthly drug regimen review directly into the VistA system?

Response: Yes

Question 27: Do any of the facilities covered under the RFQ have medication carts that will be made available for the use of the incoming pharmacy vendor? If "yes," how many medication carts are available?

Response: None currently, but carts are going to be purchased for each facility.

Question 28: How many medication rooms are there at each of the facilities covered under the RFQ?

Response:

- Hopemont: four
- Lakin: four
- Manchin: one
- Pinecrest: four (one per unit); two additional units (each with one med room) will be opening in the future
- Welch: one

Question 29: What level position currently oversees the medication room(s) at each facility, e.g., an RN, LPN, medical technician, pharmacy technician, etc?

Response:

- Hopemont: Licensed nurse
- Lakin: LPN
- Manchin: RN
- Pinecrest: RN's and/or LPN's
- Welch: pharmacy technician directly oversees. Currently staffed 3 days a week with a pharmacy technician, but ultimately it is an RN.

Question 30: How often are the Quality Assurance meetings (referenced in *Item o* in the Scope of Work on Page 11 of the RFQ) held? Will the State accept

telephonic participation by Vendor personnel in these meetings to fulfill the contract requirements?

Response:

- Hopemont: Quarterly. Yes, if necessary.
- Lakin: Monthly. Yes.
- Manchin: Quarterly. No.
- Pinecrest: Quarterly. Yes.
- Welch: Monthly. Yes.

Question 31: Please define "psychotropic monitoring devices" as used in *Item q* in the Scope of Work on Page 11 of the RFQ.

Response: a log/form (similar to Psychotropic Drug Fast Facts form) that is used to monitor residents' behavior after administering certain psychotropic drugs

Question 32: Please indicate the DHHR's desired format for the monthly report on pharmacy activities referenced in *Item s* in the Scope of Work on Page 11 of the RFQ, and provide a sample report.

Response: MMR. See attachment #5.

Question 33: Please indicate what criteria the DHHR wishes to capture in the bar coding referenced in *Item v* in the Scope of Work on Page 11 of the RFQ, e.g., w# only, etc.

Response:
Each stock medication must have a scanable Bar-code. The bar-code may be one the three options:

1) If the medication comes from the manufacturer with a bar-code, This bar-code will be acceptable if that bar-code has already been scanned into the drug file as a synonym. If the bar-code has not been scanned into the Vista drug file, then it need to scanned into the drug file as a snyonym by the vendor.

2). The vendor may add a bar-code to the medication that contains the NDC of the medication. Again if this bar-code has not already been added as a synonym for the medication the vendor will need to scan this bar-code into the Vista drug file.

3). The vendor may also add a bar-code to the medication that contains the IEN for the medication. The IEN is the number that the Vista software as assigned to the medication when it was first entered into

the drug file. The IEN is found in the Vista Drug File by doing a Drug File Inquiry.

Question 34: What is the average length of the "leaves of absence" referenced in *Item w* in the Scope of Work on Page 11 of the RFQ, e.g., 14 days, 30 days, 6 months, etc?

Response:

- Hopemont: 7 days
- Lakin: 3-5 days
- Manchin: 1-6 days
- Pinecrest: 7-10 days
- Welch: overnight (1 day)

Question 35: What form of packaging does the DHHR wish the Vendor to utilize to provide the medications necessary for these leaves of absence?

Response:

- Hopemont: prescription bottles
- Lakin: individual dose pack/bottle with label
- Manchin: bottles appropriately labeled
- Pinecrest: currently use bubble packs
- Welch: single-use dose blister and single-use vials as appropriate

Question 36: Regarding the Virtual Private Network (VPN) referenced in *Item x* in the Scope of Work on Page 11 of the RFQ, please provide the following information.

Response: All answers apply to all facilities.

a. Does such a VPN currently exist?

Response: Yes

b. If the answer to (a) is "yes," will the incoming Vendor be permitted to utilize the existing VPN?

Response: Yes

c. Will there be any charge for the incoming Vendor to utilize the existing VPN? If so, what is the monthly charge?

Response: No

d. If the answer to (a) is "no," who is financially responsible for setting up, implementing, and maintaining the VPN?

Response: Does not apply.

e. Please provide the technical specifications/requirements of the existing (or if not already in place, of the required) VPN.

Response: Nortel Contivity VPN Client 5.01 or later software.

Question 37: For each facility covered under the RFQ, please indicate the current status of the State's project to implement the new VistA (Veteran's Administration Software) computer system, i.e., at what stage of implementation is each institution?

Response: VistA implemented in all facilities as of 2/19/08 except for Pinecrest & John Manchin, Bar Code Medication Administration (BCMA) will not be implemented until the Pharmacy Contract is in place.

Question 38: How many Bar Code Scanners are currently in place at each facility covered under the RFQ?

Response:

- Hopemont: 18
- Lakin: 19
- Manchin: 7
- Pinecrest: 21
- Welch: 40

Question 39: Will these Scanners be available for the use of the incoming Vendor?

Response: Yes.

Question 40: Does the DHHR feel the current number of Scanners is sufficient? If not, how many Scanners does the DHHR require at each institution?

Response: Yes, the current number of Scanners is sufficient.

Question 41: Please provide the names, vendors, and model numbers of all supported Bar Code Scanners.

Response:

- Symbol Cordless Scanner DS3478 – Point of Activity (Vendor)
- Symbol Corded Rugged Scanner DS3407 – Point of Activity (Vendor)

Question 42: How many Bar Code Printers are currently in place at each facility covered under the RFQ?

Response:

- Hopemont: 2 Zebra printers
- Lakin: 1 Zebra printer
- Manchin: 1
- Pinecrest: 2
- Welch: 1 Zebra 105SL

Question 43: Will these Printers be available for the use of the incoming Vendor?

Response:

- Hopemont: Yes.
- Lakin: Yes.
- Manchin: Yes.
- Pinecrest: Yes.
- Welch: Yes.

Question 44: Does the DHHR feel the current number of Printers is sufficient? If not, how many Printers does the DHHR require at each institution?

Response: Yes, the current number of Printers is sufficient.

Question 45: For each facility covered under the RFQ, please provide volume statistics for the past 12 months for each of the SKUs listed in *RFQ Attachment I: Stock Drug List.*

Response: See attachment #4.

Question 46: For each facility covered under the RFQ, please provide the following statistics for the past 12 months for prescriptions that are allowable under Medicare/Medicaid.

Response: See attachment #2.

a. Number of prescriptions

b. Dollar value of prescriptions

c. Names of Top 25 drugs (by dollar amount)

Question 47: For each facility covered under the RFQ, please provide the following statistics for the past 12 months for prescriptions that are not allowed by Third Party Insurance.

Response: See attachment #3.

a. Number of prescriptions

b. Dollar value of prescriptions

c. Names of Top 25 drugs (by dollar amount)

Question 48: For each facility covered under the RFQ, please provide the following statistics for the past 12 months for non-prescription drugs that are NOT listed in *Attachment I: Stock Drug List* On Page 17 of the RFQ.

Response: See attachment #4.

a. Number of prescriptions

b. Dollar value of prescriptions

c. Names of Top 25 drugs (by dollar amount)

Question 49: For each facility covered under the RFQ, please indicate the average daily number of individual prescriptions the institution receives from the current Vendor.

Response:

- Hopemont: 25
- Lakin: 10
- Manchin: 10
- Pinecrest: 9 per resident
- Welch: 25

Question 50: For each facility covered under the RFQ, please indicate the average daily number of new prescriptions written at the institution.

Response:

- Hopemont: 7 new daily
- Lakin: 2
- Manchin: 10
- Pinecrest: 1-5 new daily
- Welch: 5

Question 51: Please provide an inventory of office equipment (e.g., PCs, printers, fax machines, copiers) currently used for pharmacy services at each facility covered under the RFQ. Please include vendor, model, age, condition, and any current maintenance agreements (including cost), and identify which equipment will be available for use by the selected provider.

Response: There will be no equipment available for use by the selected vendor at any of the facilities.

Question 52: Who is financially responsible for the installation and maintenance of telephone lines for each of the following services?

Response: Each facility is financially responsible for its own telephone services.

a. Local telephone service

b. Long-distance telephone service

c. 800-number telephone service

d. Fax service

Question 53: Please provide a current user's manual for the VistA computer system.

Response: http://www.va.gov/vdl

Question 54: Do any of the facilities covered under the RFQ currently have DEA registration?

Response: Welch only.

Question 55: Do any of the facilities covered under the RFQ currently have a state-licensed pharmacy permit?

Response:
Hopemont: No.
Lakin: No.
Manchin: Yes.
Pinecrest: No.
Welch: Yes.

Question 56: On which days of the week does each current vendor deliver pharmaceuticals to its contracted facility(s)?

Response:
Hopemont: Monday-Saturday; emergency deliveries if needed.
Lakin: Monday-Friday, daily
Manchin: Monday-Friday, daily
Pinecrest: once per week on Tuesdays
Welch: Monday-Saturday

Question 57: Please confirm that the DHHR will not require the incoming pharmacy vendor to be responsible in any way for the physical distribution and/or administration of medication doses to residents.

Response: Vendor is not responsible for physical distribution and/or administration of medication doses to residents.

Question 58: Outside of third party insurer formularies, do the facilities covered under the RFQ have either of the following?

a. A DHHR formulary used consistently across the facilities.

Response: No.

b. A facility-specific formulary.

Response: Welch only.

Question 59: Please provide copies of the following documents.

a. Any DHHR formulary currently in use at the facilities.

Response: None.

b. A current Medication Administration Record from each facility.

Response: See attached.

c. All current formulary management reports.

Response: None.

Question 60: Please identify and provide contact information for the current local back-up pharmacy(s) for each of the facilities covered under the RFQ.

Response:

- Hopemont: Greggs Pharmacy (304-789-2200)
- Lakin: Continuum Care Pharmacy (304-736-8310)
- Manchin: Rider Pharmacy (304-366-2710)
- Pinecrest: Rite Aid Pharmacy (304-256-3800)
- Welch: Flat Iron (304-436-3380) and Rite Aid (304-436-6360)

Question 61: Please provide a list (including contact information) of the Consultant Pharmacist(s) currently providing services to of the facilities covered under the RFQ.

Response:

- Hopemont: Omni Care DBS Neighborcare Morgantown (800-350-0868) Contact: Chris Lockard
- Lakin: Continuum Care Pharmacy (304-736-8310) – Kasey Keller

- Manchin: Rider Pharmacy (304-366-2710) – Dan Rider/Jerry Boyer
- Pinecrest: Continuum Care Pharmacy (800-785-5850)
- Welch: Janet Harless, RPH (304-436-8668) and Mike Kirk, RPH (304-436-8668)

Question 62: Please provide the State's methodology for scoring/ranking bidders' proposals, i.e., what components will proposals be judged upon, and what relative weight will the DHHR assign to each component?

Response: The lowest responsible vendor meeting the bid specifications shall be awarded the contract.

Question 63: Please provide the mathematical formula the State will use to rank the pricing component of each bidder's proposal.

Response: This is an RFQ. Therefore, the bid will be ranked lowest to highest with the lowest responsible vendor meeting the bid specifications being awarded the contract.

Question 64: Will the Resident Vendor Preference (2.5% to 5%) be applied to a bidder's entire score? Or, as in other West Virginia solicitations, only to the cost component of a bidder's score?

Response: Resident Vendor Preference (if applicable) is applied only to cost.

TOP 100 MEDICATIONS

ACTOS 15MG #1080
ACTOS 30MG #1080
ALPRAZOLAM .25MG #2160
ALPRAZOLAM .5MG #720
AMLODIPINE 5MG #720
AMLODIPINE/BENAZ. 5/10MG #720
ARICEPT 10MG #3240
ARICEPT 5MG #1440
ATENOLOL 25MG #1080
ATENOLOL 50MG #730
BENZTROPINE 1MG #720
CARDIPODA/LEVO 10/100MG #720
CARDIPODA/LEVO 25/100MG #1080
CARDIPODA/LEVO 25/250MG #1440
CARVEDIOL 3.125MG #720
CELEBREX 200MG #720
CEPHALEXIN 500MG #720
CLONIDINE .2MG #720
CLOTRIMAZOLE/BETAMETHASONE DIP. CREAM #540 GRAMS
CONSTULOSE #23,040ML
CYCLOBENZAPRINE 5MG #720
DAPSONE 100MG #720
DEPAKOTE SPRINKLES 125MG #1440
DIGITEK .125MG #900
DILANTIN 100MG #1080
DILANTIN INFATABS 50MG #6480
DILTIAZEM 30MG #2520
DILTIAZEM ER 180MG #720
DIOVAN 160MG #720
DIOVAN 320MG #720
DIOVAN 80MG #1080
ENALAPRIL 20MG #720
EVISTA 60MG #1080
EXELON 3MG #720
EXELON 4.5MG #720
FAMOTIDINE 20MG #1800
FELODIPINE ER 5MG #720
FLUOXETINE 20MG #720
FUROSEMIDE 20MG #1080

GABAPENTIN 100MG #2160
GABAPENTIN 300MG #1800
GEODON 20MG #720
GLIPIZIDE 10MG #1440
GLYBURIDE/METFORMIN 5/500MG #1080
HCTZ 12.5MG #1440
HYDROCODONE/APAP 5/500MG #3600
HYDROCODONE/APAP 7.5/500MG #2880
HYDROCODONE/IBUPROFEN 200/7.5MG #1080
IBUPROFEN 400MG #1080
IBUPROFEN 600MG #1440
ISOSORBIDE MONO. ER 30MG #1080
LAMICITAL 100MG #1440
LAMICITAL 25MG #1800
LANTUS #960ML
LEVOTHROID 75MCG #1260
LEXAPRO 10MG #1440
LEXAPRO 20MG #720
LIPITOR 20MG #720
LORAZEPAM .5MG #720
LYRICA 150MG #1080
MEGESTROL 40MG #2880
METFORMIN 1000MG #720
METOCLOPRAMIDE 10MG #3240
METOPROLOL 25MG #2880
METOPROLOL 50MG #50
MIRAPEX .125MG #1440
NAMENDA 10MG #5400
NAPROXEN 250MG #720
NAPROXEN 375MG #720
NITROGLYCERIN .1MG PATCHES #24 BOXES
NITROGLYCERIN .2MG PATCHES #24 BOXES
NITROGLYCERIN .4MG PATCHES #48 BOXES
NITROGLYCERIN .6MG PATCHES #12 BOXES
NYSTATIN/TRIAMCINOLONE CREAM #2160 GRAMS
OMEPRAZOLE 20MG #720
PENTOXIFYLLINE 400MG #2520
PHENOBARBITAL 15MG #720
PHENOBARBITAL 30MG #2520
PHENYTOIN ER 100MG #1800

PLAVIX 75MG #4680
POLYETHYLENE GLY. #6324 GRAMS
POTASSIUM CHL. 10MEQ CAPSULES #3600
POTASSIUM CHL. 10MEQ TABLETS #720
PREVACID 30MG #720
PROXYPHENE/APAP 100/650MG #720
RANITIDINE 150MG #1800
RANITIDINE 300MG #1080
RAZADYNE 8MG #1080
REQUIP 1MG #720
RISPERDAL .25MG #1260
RISPERDAL .5MG #1080
RISPERDAL 1MG #1440
SERAX 30MG #1440
SEROQUEL 25MG #2160
SIMVASTATIN 20MG #720
SIMVASTATIN 40MG #720
STARLIX 120MG #1080
TOPAMAX 200MG #720
VYTORIN 10/20MG #1440
XALATAN OPTH. #90ML

Question #3

REPORT OF THE TOP 100 DRUGS ORDERED FROM [illegible] THROUGH [illegible]
FOR [illegible], WV
FOR HOPEMONT HOSPITAL BY QUANTITY

DESCRIPTION	NDC	MANUFACTURER NAME	QUANTITY	TOTAL PRICE
1. DEPAKOTE SPRINKLE 125MG CAPSULE	[illegible]	ABBOTT LABS.	[illegible]	[illegible]
2. [illegible]	[illegible]	ABBOTT LABS.	[illegible]	[illegible]
3. DEPAKOTE [illegible] TABLET [illegible]	[illegible]	ABBOTT LABS.	[illegible]	[illegible]
4. [illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5. PRECISION XTRA STRIP	[illegible]	MEDISENSE, INC	[illegible]	[illegible]
6. OMEPRAZOLE 20MG CAPSULE DR	[illegible]	SANDOZ	[illegible]	[illegible]
7. SEROQUEL [illegible] TABLET	[illegible]	ASTRAZENECA LP	[illegible]	[illegible]
8. ZOLOFT [illegible] TABLET	[illegible]	PFIZER	[illegible]	[illegible]
9. [illegible] TABLET	[illegible]	IVAX PHARMACEUT	[illegible]	[illegible]
10. [illegible] TABLET	[illegible]	MYLAN	[illegible]	[illegible]
11. FLOMAX 0.4MG CAPSULE	[illegible]	BOEHRINGER ING.	[illegible]	[illegible]
12. RISPERDAL [illegible] TABLET	[illegible]	JANSSEN PHARM.	[illegible]	[illegible]
13. [illegible] TABLET	[illegible]	PLIVA, INC	[illegible]	[illegible]
14. DEPAKOTE [illegible] TABLET	[illegible]	ABBOTT LABS.	[illegible]	[illegible]
15. [illegible]	[illegible]	ACTAVIS ELIZABE	[illegible]	[illegible]
16. [illegible] TABLET	[illegible]	IVAX PHARMACEUT	[illegible]	[illegible]
17. RISPERDAL [illegible] TABLET	[illegible]	JANSSEN PHARM.	[illegible]	[illegible]
18. GABAPENTIN [illegible] CAPSULE	[illegible]	ACTAVIS ELIZABE	[illegible]	[illegible]
19. LEXAPRO [illegible] TABLET	[illegible]	FOREST PHARM	[illegible]	[illegible]
20. [illegible] CAPSULE	[illegible]	MYLAN	[illegible]	[illegible]
21. [illegible]	[illegible]	[illegible]	[illegible]	[illegible]
22. [illegible] TABLET	[illegible]	[illegible]	[illegible]	[illegible]
23. [illegible] TABLET	[illegible]	FOREST PHARM	[illegible]	[illegible]
24. LAMICTAL [illegible] TABLET	[illegible]	GLAXOSMITHKLINE	[illegible]	[illegible]
25. [illegible] CAPSULE	[illegible]	[illegible]	[illegible]	[illegible]
26. [illegible] TABLET	[illegible]	IVAX PHARMACEUT	[illegible]	[illegible]
27. [illegible] CAPSULE	[illegible]	SANDOZ	[illegible]	[illegible]
28. [illegible] TABLET	[illegible]	[illegible]	[illegible]	[illegible]
29. [illegible] TABLET	[illegible]	PLIVA, INC	[illegible]	[illegible]
30. [illegible] TABLET	[illegible]	MAJOR	[illegible]	[illegible]
31. [illegible] TABLET	[illegible]		[illegible]	[illegible]
32. [illegible] TABLET	[illegible]	IVAX PHARMACEUT	[illegible]	[illegible]
33. RISPERDAL [illegible] TABLET	[illegible]	JANSSEN PHARM.	[illegible]	[illegible]
34. [illegible] TABLET	[illegible]	IVAX PHARMACEUT	[illegible]	[illegible]
35. [illegible] TABLET	[illegible]	[illegible]	[illegible]	[illegible]
36. [illegible] TABLET	[illegible]	WEST-WARD, INC.	[illegible]	[illegible]
37. [illegible] TABLET	[illegible]	IVAX PHARMACEUT	[illegible]	[illegible]
38. [illegible] TABLET	[illegible]	ACTAVIS ELIZABE	[illegible]	[illegible]
39. [illegible] TABLET	[illegible]	DR.REDDY'S LAB	[illegible]	[illegible]

40).	SIMETHICONE 125MG CHEWTAB I.O. MYLANTA	00536453408	RUGBY	2750.0	161.55
41).	PREVACID 15MG CAPSULE DR	00300154119	TAP PHARM.	2655.0	15,906.34
42).	CARBIDOPA/LEVODOPA 25MG/250MG TABLET	00228254098	ACTAVIS ELIZABE	2621.0	3,010.47
43).	HALOPERIDOL 10MG TABLET	00781139701	SANDOZ	2552.0	5,840.84
44).	LEVOTHYROXINE SODIUM 100MCG TABLET	00378180010	MYLAN	2306.0	1,002.82
45).	LORAZEPAM 1MG TABLET	00781140405	SANDOZ	2369.0	2,749.15
46).	NCOD/APAP 5-500MG TABLET	00406035705	M'CHROOT SPEC	2290.0	1,135.11
47).	LYRICA 50MG CAPSULE	00071101368	PFIZER US PHARM	2204.0	5,692.26
48).	KEPPRA F/C 500MG TABLET	50474059540	UCB PHARMA	2248.0	7,497.82
49).	ACETAMINOPHEN W/CODEINE 300MG-30MG TABL	00093015010	TEVA USA	2245.0	1,470.70
50).	CLOZAPINE OD 100MG TABLET	00172436010	IVAX PHARMACEUT	2229.0	7,085.18
51).	METHADONE 10MG TABLET	50111032401	PLIVA, INC	2225.0	3,171.10
52).	METOPROLOL 50MG TABLET	57664047718	CARACO PHARM	2206.0	1,549.76
53).	PHENOBARBITAL 60MG TABLET	00143145510	WEST-WARD, INC.	2190.0	785.13
54).	SOLAR 10MG TABLET	59630040010	SCHERE PHARMA	2155.0	5,107.30
55).	ADVAIR DISKUS 250-50MCG DISK W/DEV	00173069500	GLAXOSMITHKLINE	2100.0	7,695.00
56).	LEVOTHYROXINE SODIUM 50MCG TABLET	00378180310	MYLAN	2089.0	1,363.36
57).	METOPROLOL TARTRATE 25MG TABLET	00378001801	MYLAN	2081.0	901.04
58).	CARBAMAZEPINE 100MG TAB CHEW	51672404102	TARO PHARM USA	2061.0	578.56
59).	FUROSEMIDE 20MG TABLET	00172290000	IVAX PHARMACEUT	2036.0	789.04
60).	TRILEPTAL 300MG TABLET	00078033705	NOVARTIS	2002.0	8,066.91
61).	LISINOPRIL 20MG TABLET	00172376070	IVAX PHARMACEUT	1979.0	2,740.23
62).	SIMVASTATIN 20MG TABLET	55111074090	DR.REDDY'S LAB	1939.0	10,126.94
63).	ISOSORBIDE MONO 20MG TABLET	00228262011	ACTAVIS ELIZABE	1934.0	1,747.17
64).	RISPERDAL 3MG TABLET	50458033050	JANSSEN PHARM.	1810.0	16,842.89
65).	MELOXICAM 7.5MG TABLET	00093722401	TEVA USA	1760.0	6,120.06
66).	TRAZODONE 50MG TABLET	00228243950	ACTAVIS ELIZABE	1748.0	1,434.05
67).	TRAZODONE HCL 100MG TABLET	50111043301	PLIVA, INC	1720.0	1,208.28
68).	PROPYLTHIOURACIL 50MG TABLET	00228234810	ACTAVIS ELIZABE	1640.0	634.92
69).	OXYBUTYNIN CHL ER 5MG TABLET	00378660501	MYLAN	1589.0	9,550.19
70).	LISINOPRIL 5MG TABLET	00172375670	IVAX PHARMACEUT	1576.0	2,860.42
71).	PREVACID 15MG CAPSULE	00300154130	TAP PHARM.	1556.0	9,488.15
72).	ADVAIR DISKUS 100-50MCG DISK W/DEV	00173069500	GLAXOSMITHKLINE	1560.0	4,631.00
73).	SEROQUEL F/C 50MG TABLET	00310027834	ASTRAZENECA LP	1543.0	6,389.95
74).	DIGITEK 0.125MG TABLET	02790014510	BERTEX PHARM	1525.0	819.99
75).	GABAPENTIN F/C 600MG TABLET	00228261650	ACTAVIS ELIZABE	1515.0	4,077.01
76).	LAMICTAL 100MG TABLET	00173064255	GLAXOSMITHKLINE	1496.0	7,277.03
77).	ADDERALL XR CAPS 20MG/25MG CAPSULE SA	00597000160	BOEHRINGER ING.	1490.0	1,129.66
78).	DEPAKOTE ER 500MG TABLET	00074712611	ABBOTT LABS.	1457.0	1,612.04
79).	SEROQUEL 200MG TABLET	00310027210	ASTRAZENECA LP	1424.0	10,914.65
80).	ALBUTEROL SULF UP 0.83MG/ML SOLUTION	49502065724	DEY LABS.	1410.0	2,310.41
81).	CLONIDINE 0.1MG TABLET	00228212910	ACTAVIS ELIZABE	1412.0	911.29
82).	TRAMADOL HCL-ACETAMINOPHEN 37.5-325MG T	49884094601	PAR PHARM.	1412.0	1,731.98
83).	PERPHENAZINE F/C 4MG TABLET	00172366860	IVAX PHARMACEUT	1401.0	1,472.32
84).	INVEGA 3MG TAB OGM 24	50458055001	JANSSEN PHARM.	1390.0	17,309.00
85).	LISINOPRIL 40MG TABLET	66689070603	LEK PHARM INC.	1378.0	2,481.95

86).	GENOX 20MG CAPSULE	00009395060	PFIZER US PHARM	1346.0	6,233.58
87).	LEVOTHYROXINE SODIUM 25MCG TABLET	00378180005	MYLAN	1314.0	837.16
88).	FINASTERIDE F/C 5MG TABLET	00093582501	TEVA USA	1303.0	4,502.30
89).	HALOPERIDOL 5MG TABLET	00378032710	MYLAN	1277.5	1,338.45
90).	VALPROIC ACID 250MG CAPSULE	00603100880	ROXANE PHARM.	1276.0	1,128.21
91).	LITHIUM CARB 300MG CAPSULE	00054052731	ROXANE LABS.	1215.0	469.75
92).	ALLEGYNE IR 4MG TABLET	50458009665	JANSSEN PHARM.	1228.0	6,137.58
93).	SEROQUEL U-D 200MG TABLET	00310027239	ASTRAZENECA LP	1220.0	9,527.74
94).	WARFARIN SODIUM 5MG TABLET	00555082305	BAER	1168.5	1,318.79
95).	PREVACID 30MG CAPSULE	00300304619	TAP PHARM.	1168.0	6,808.55
96).	ATENOLOL 25MG TABLET	00781107810	SANDOZ	1166.0	1,361.48
97).	TRAZODONE 50MG TABLET	50111043302	PLIVA, INC	1157.5	1,021.69
98).	AMANTADINE 100MG CAPSULE	00781204801	SANDOZ	1126.0	913.51
99).	BENZTROPINE MESYLATE 2MG TABLET	50111039503	PLIVA, INC	1125.0	493.50
100).	CARBIDOPA/LEVODOPA 25MG/100MG TABLET	00228253996	WATSON PHARMA	1125.0	1,056.14

TOP 25 OTC MEDS

ACETAMINOPHEN 325MG TABLET
ASCORBIC ACID 500MG TABLET
ASPIRIN 325MG EC TABLETS
ASPIRIN 325MG REQULAR
ASPIRIN 81MG CHEWABLE TABLET
ASPIRIN 81MG EC TABLET
BISACODYL 5MG TABLET
CALCARB 600MG WITH VITAMIN D
DAILY MULTIVITAMIN TABLET
DAILY MULTIVITAMIN WITH IRON
DOCUSATE SODIUM 100MG
FERROUS SULFATE 325MG TABLET
GERITOL LIQUID
HYPOTEARS OPHTHALMIC
MAGNESIUM OXIDE 400MG
MILK OF MAGNESIA
MYLICON 80MG TABLET
OCUVITE TABLET
PHAZYME 180MG
SENNA S WITH STOOL SOFTNER
TEARS NATURALE OPHTHALMIC
TYLENOL ARTHRITIS
VITAMIN D TABLET
VITAMIN E 400 IU CAPLET/TABLET
ZINC 220MG

Question # 46

REPORT OF THE TOP 25 DRUGS PURCHASED FROM 01/01/01 THROUGH 03/06/08
FOR CENTURY OF KOMMUNITY, INC
FOR HOPEMONT HOSPITAL by QUANTITY

	DESCRIPTION	NDC	MANUFACTURER NAME	QUANTITY	TOTAL PRICE
1.	[illegible]	[illegible]	ABBOTT LABS.	[illegible]	[illegible]
2.	[illegible]	[illegible]	MDL	[illegible]	[illegible]
3.	[illegible]	[illegible]	ABBOTT LABS.	[illegible]	[illegible]
4.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6.	[illegible]	[illegible]	PFIZER	[illegible]	[illegible]
7.	[illegible]	[illegible]	IVAX PHARMACEUTICAL	[illegible]	[illegible]
8.	[illegible]	[illegible]	MYLAN	[illegible]	[illegible]
9.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10.	[illegible]	[illegible]	JANSSEN PHARM.	[illegible]	[illegible]
11.	[illegible]	[illegible]	[illegible], INC	[illegible]	[illegible]
12.	[illegible]	[illegible]	ABBOTT LABS.	[illegible]	[illegible]
13.	[illegible]	[illegible]	ACTAVIS ELIZABETH	[illegible]	[illegible]
14.	[illegible]	[illegible]	IVAX PHARMACEUTICAL	[illegible]	[illegible]
15.	[illegible]	[illegible]	JANSSEN PHARM.	[illegible]	[illegible]
16.	[illegible]	[illegible]	ACTAVIS ELIZABETH	[illegible]	[illegible]
17.	[illegible]	[illegible]	FOREST PHARM	[illegible]	[illegible]
18.	[illegible]	[illegible]	PFIZER US PHARM	[illegible]	[illegible]
19.	[illegible]	[illegible]	FOREST PHARM	[illegible]	[illegible]
20.	[illegible]	[illegible]	GLAXOSMITHKLINE	[illegible]	[illegible]
21.	[illegible]	[illegible]	ETHEX CORP	[illegible]	[illegible]
22.	[illegible]	[illegible]	IVAX PHARMACEUTICAL	[illegible]	[illegible]
23.	[illegible]	[illegible]	PARKEDAL	[illegible]	[illegible]
24.	[illegible]	[illegible]	IVAX PHARMACEUTICAL	[illegible]	[illegible]
25.	[illegible]	[illegible]	PLIVA, INC	[illegible]	[illegible]

REPORT OF THE TOP 25 DRUGS ORDERED FROM 03/01/97 THROUGH 03/25/97
FOR DOCTORS OF MORRISTOWN, NJ
FOR INPATIENT HOSPITAL by Price

DESCRIPTION	NDC	MANUFACTURER NAME	QUANTITY	TOTAL PRICE
1. ABBOTT 1000 TABLET	0256020000	PATTERN	9667.0	31,071.02
2. DEPAKOTE ER 500MG TAB.ER 24H	0074712651	ABBOTT LABS.	12179.0	31,166.72
3. RISPERDAL CONSTA 50MG/2ML DISP SYRIN	50458020011	JANSSEN PHARM.	45.0	29,385.54
4. DEPAKOTE SPRINKLES 125MG CAPSULE	0074617411	ABBOTT LABS.	12550.0	27,717.27
5. SYNTHROID 0.0 MCG TABLET	0002442050	ELI LILLY & CO.	972.0	25,472.46
6. CHEMOTABLE 20MG CAPSULE DR	0074122310	SANOFI	6573.0	25,173.06
7. RISPERDAL CONSTA 25MG/2ML DISP SYRIN	50458020011	JANSSEN PHARM.	79.0	21,016.45
8. RISPERDAL 2MG TABLET	50458020060	JANSSEN PHARM.	3404.0	21,651.04
9. SYNTHROID 0.0 MCG TABLET	0002442050	ELI LILLY & CO.	1121.0	22,146.51
10. RISPERDAL 1MG TABLET	50458020050	JANSSEN PHARM.	4150.0	21,664.17
11. DOXIL 2MG/ML SOLUT	0043122010	ALZA/ORTHO BIO SER	651.0	20,294.09
12. CLOZAPINE 100MG TABLET	0071213060	TEVA PHARMACEUT	5166.0	17,777.04
13. RISPERDAL 0.5MG TABLET	50458020030	JANSSEN PHARM.	3437.0	17,341.10
14. SYNTHROID 100 MCG TAB DOR 24	50458055001	JANSSEN PHARM.	1374.0	17,300.00
15. RISPERDAL 1MG TABLET	50458020050	JANSSEN PHARM.	1019.0	16,042.00
16. TEGRETOL 100MG CAPSULE DR	0010015410	TAP PHARM.	2066.0	15,460.14
17. SERTRALINE 50MG TABLET	0093-0258-05	ACTAVIS GROUP LT	6321.0	15,040.00
18. LANOXIN 250MG TABLET	0173-0182-00	GLAXOSMITHKLINE	3401.0	15,001.37
19. DEPAKOTE SPRINKLES DR 125MG CAPSULE	0074617411	ABBOTT LABS.	10031.0	15,500.19
20. ABILIFY 20MG TABLET	59148001011	OTSUKA AMER.	751.0	14,071.06
21. CONCERTA 27MG TABLET	54111010005	DR.REDDY'S LBS	2776.0	13,013.20
22. PAXIL 40MG CAPSULE	00597008001	GLAXOSMITHKLINE	4350.0	12,616.32
23. TRUVADA 300-200MG TABLET	61958070101	GILEAD SCIENCES	371.0	12,106.32
24. LEXAPRO 10MG TABLET	00456201001	FOREST PHARM	1691.0	11,014.50
25. VENLAFAXINE ER 37MG TABLET	00456021060	FOREST PHARM	1686.0	10,971.40

ATTACHMENT 3
QUESTION #28 #7

HopemontHospital Top 25 PDP Non Covered Items by Quantity

Item	Qty	Price
THC SPRAY (LOGRANULEX)	1361	$145.80
VALPROIC ACID 250MG/5ML SYRUP	473	$30.93
METAPX SF 2-28-25MG TABLET	318	$213.31
LEXAPRO 10MG TABLET	132	$274.84
DILTIOZEM ER 180MG CAPSULE	120	$28.48
DEPAKOTE ER 500MG TABLET	110	$204.40
KERATOL 40.40% CREAM(GM)	85	$30.95
ADVAIR DISKUS 250-50MCG DISK W/DEV	60	$214.19
FLUNISOLIDE 25MG/5ML ELIXIR	60	$20.06
HALOPERIDOL 2MG TABLET	60	$20.22
DEPAKOTE ER U-D UD 250MG TABSR 24H	36	$30.50
OMEPRAZOLE 20MG CAPSULE DR	35	$86.24
RAZADYNE ER 4MG TABLET	32	$76.24
PREDNISONE 50MG TABLET	32	$10.81
SPIRIVA 30 CAPS W/HANDIHALER 18MCG CAP W/DEV	30	$101.92
ELIDEL 1%CREAM	30	$54.00
MIRTAZAPINE FC 7.5MG TABLET	30	$35.91
SOTALOL 80MG TABLET	30	$77.31
LYRICA 50MG CAPSULE	30	$45.91
HYDROCORTISONE 1%CREAM(GM)	28.4	$2.92
PROTONIX 40MG TABLET	28	$81.75
CLOZAPINE 100MG TABLET	28	$49.33
QUININE SULFATE 325MG CAPSULE	28	$11.71
DEPAKOTE SPRINKLES UD 125MG CAPSULE	24	$16.30
FEVAGID 15MG UD CAPSULE	20	$40.35

ATTACHMENT #4

DRUG	USAGE
ACETAMINOPHEN 16OZ/5ML ELIXIR	0
ACETAMINOPHEN 325MG TABLETS	1460
ACETAMINOPHEN 500MG TABLETS	0
ANBESOL OINTMENT	0
ASCORBIC ACID 500MG TABLETS	1825
ASPIRIN 325MG REGULAR	365
ASPIRIN 325MG BUFFERED	0
ASPIRIN 325MG EC TABLETS	730
ASPIRIN 81MG CHEWABLE TABLETS	4015
ASPIRIN 81MG EC TABLET	1460
ASPERCREME PAIN REFLIEF CREAM 3OZ TUBE	0
ANUSOL 1% CREAM	PRN
B COMPLEX VITAMIN PLUS	0
BACITRACIN ONITMENT	PRN
BISACODYL 5MG TABLETS	4015
BISACODYL 10MG SUPPOSITORY	160
CALCARB 600MG	0
CALCARB 600MG WITH VITAMIN D	1825
CARMEX OINTMENT	0
CERTAGEN SENIOR	0
CITRATE OF MAGNESIUM	PRN
CRANBERRY TABLET	PRN
DAILY MULTIVITAMIN TABLET	1825
DAILY MULTIVITAMIN LIQUID	0
DAILY MULTIVITAMIN WITH IRON	2190
DIOCTO LIQUID 150MG/15ML	0
DIPHENHYDRAMINE LIQUID	0
DIPHENHYDRAMINE 25MG CAPSULES	0
DOCUSATE CALCIUM 240MG	0
DOCUSATE SODIUM 50MG	0
DOCUSATE SODIUM 100MG	1095
EXCEDRIN TABLET	PRN
ELDERTONIC	0
FERROUS SULFATE 325MG TABLET	3650
FERROUS GLUCONATE 300MG TABLET	0
FERROUS SULFATE 220MG ELIXIR	0
FIBERLAX	0
FLEETS ENEMA	PRN
FLEETS MINERAL OIL ENEMA	PRN

DRUG	USAGE
GENIFIBER POWDER PLAIN	0
GUIATUSS SYRUP	0
GUIATUSS DM SYRUP (alcohol and sugar free)	0
GERITOL TABLETS	0
GERITOL LIQUID	1825ML
GEVRABON LIQUID	0
GOLDEN AGE LIQUID	0
IMODIUM 2MG CAPSULE	0
IMODIUM AD LIQUID	PRN
HYDROCORTISONE CREAM 0.5%	0
HYDROCORTISONE CREAM 1%	0
HYPOTEARS OPHTHALMIC	2920 DROPS
IBUPROFEN 200MG	0
IBUPROFEN 100MG/5ML SUSP	0
LACRILUBE OPHTHALMIC	0
MAALOX	PRN
METAMUCIL	0
MILK OF MAGNESIA	1040ML
MINERAL OIL	0
MUCINEX	0
MYLANTA REGULAR	0
MYLICON 80MG TABLETS	1460
MYLICON GTTS	0
MAGNESIUM OXIDE 400MG TABLETS	3285
NICODERM PATCHES	0
NACINAMIDE 500MG TABLETS	0
NIFEREX 150MG TABLETS	0
NITROGLYCERIN 0.4MG TABLETS	PRN
OCUVITE TABLETS	1460
OSCAL 500MG TABLETS	0
OSCAL 500MG PLUS VITAMIN D TABLET	0
PURALUBE OPHTHALMIC	PRN
PHAZYME 180MG TABLET	730
PINK BISMUTH TABLET	0
PINK BISMUTH LIQUID	0
PHILLIPS TABLETS	0
REFRESH OPHTHALMIC	0
ROBITUSSIN DM DAS SYRUP	PRN

DRUG	USAGE
SELENIUM 50MCG TABLET	0
SELSUN BLUE SHAMPOO	0
SENNA TABLETS	0
SENNA S TABLETS WITH STOOL SOFTNER	16790
SLOW MAG 64MG TABLETS	0
SODIUM BICARBONATE 650MG TABLETS	0
SODIUM CHLORIDE IRRIGATION 250ML	0
SORE THROAT LOZENGES	0
STERILE WATER IRRIGATION 250ML	PRN
SYSTANE OPTHALMIC	0
TEARS NATURALE OPHTHALMIC	2190 DROPS
THERAGRAN LIQUID	0
THERAGRAN M	0
THIAMINE 100MG TABLETS	0
TYLENOL ARTHRITIS	730
TRIPLE ANTIBIOTIC OINTMENT	PRN
TEARGEN OPHTHALMIC DROPS	0
VITAMIN A 10000 IU	0
VITAMIN C SYRUP	0
VITAMIN D TABLETS	365
VITAMIN E 400 IU CAPLETS/TABLET	365
VITAMIN B 6 50MG CAPLETS/TABLET	0
VITAMIN A AND D OINMENT	PRN
ZINC 220MG TABLET	1095
ZINC OXIDE OINTMENT	PRN

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES BHS80090
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES
OFFICE OF HEALTH FACILITIES — Pharmacy Supplies and Services for Long Term Care Facilities

Attachment I

This is a representative listing of items commonly purchased and additional items may be added as required to meet patients' needs

Question #4 and #45 & 48

STOCK DRUG LIST

COST
Acetaminophen 16oz/167mg/5ml elixir
1.58 Acetaminophen 325mg tablets 320 Btls. (100/btl)
Acetaminophen 500mg tablets
Arbesol ointment
Ascorbic Acid 500mg tablets
Aspirin 325mg regular
5.03 Aspirin 325mg buffered 85 Btls (100/btl.)
Aspirin 325mg EC tablets
.98 Aspirin 81mg chewable tablet 105 Btls (36/btl)
Aspirin 81mg EC tablet
Aspercreme Pain relief cream 3oz tube
Amusol 1% cream
3.71 B Complex Vitamin Plus 14 Btls (100/btl.)
Bacitracin Ointment
2.10 Bisacodyl 5mg tablet 17 Btls (100/btl.
16.79 Bisacodyl 10mg suppository 4 Bxs (50/Box)
Calcarb 600mg
Calcarb 600mg with Vitamin D
Carmex ointment
Centagen Senior
Citrate of Magnesium
Cranberry tablet
Daily Multivitamin tablet
Daily Multivitamin liquid
Daily Multivitamin with iron
4.69 Dicoto liquid 150mg/15ml 6 Btls. (16oz/btl)
Diphenhydramine liquid
3.63 Diphenhydramine 25mg capsule 6 Bxs (100/btl.)
1.80 Docusate Calcium 240mg 9 Btls (100/btl.
Docusate Sodium 50mg
2.08 Docusate Sodium 100mg 206 Btls (100/btl.)
Excedrin tablet
Eldertonic
.89 Ferrous Sulfate 325mg tablet 44 Btls (100/btl.)
Ferrous Gluconate 300mg tablet
4.83 Ferrous Sulfate 220mg elixir 2 Btls. (16oz/btl.
3.44 Fiberlax 2 Btls. (14oz./btl.
.72 Fleets Enema 275 Btls (4.5oz)
Fleets Mineral Oil Enema
Genfiber Powder Plain
1.39 Guiatuss syrup 48 Btls (4oz./btl.
Guiatuss DM syrup (alcohol and sugar free)
Geritol tablets
Geritol liquid
Gevrabon liquid
Golden Age liquid
Imodium 2mg capsule
Imodium AD liquid
Hydrocortisone cream 0.5%
1.63 Hydrocortisone cream 1% 471 tubes (1oz/tube)
Hypotears ophthalmic
2.17 Ibuprofen 200mg tablets 106 Btls (100/btl.

COST
Ibuprofen 100mg/5ml susp
Lacrilube ophthalmic
1.95 Maalox 510 Btls. 12oz/btl.
Metamucil
1.56 Milk of Magnesia 132 Btls (16oz/btl)
3.15 Mineral Oil 5 Btls. (16oz./btl.)
Mucinex
1.89 Mylanta regular 12 Btls (12oz/btl.)
Mylicon 80mg tablets
Mylicon gtts
Magnesium oxide 400mg tablet
Nicoderm patches
Nicotinamide 500mg tablet
Niferex 150mg tablets
Nitroglycerin 0.4mg tablets
Ocuvite tablet
Oscal 500mg tablets
1.62 Oscal 500mg plus Vitamin D tablet 430 Btls (60 tabs/btl)
Puralube ophthalmic
Phazyme 180mg tablet
Pink Bismuth tablet
1.82 Pink Bismuth liquid 13 Btls. (8oz./btl.)
Phillips tablets
Refresh ophthalmic
Robitussin DM DAS syrup
Selenium 50mcg tablet
5.43 Selsun Blue shampoo 142 Btls.
Senna Tablets
7.11 Senna S Tablets with Stool Softner 620 Btls (100/btl)
Slow Mag 64mg tablets
2.41 Sodium Bicarbonate 650mg tablet 2 Btls. (100/btl.)
Sodium Chloride Irrigation 250ml
Sore Throat Lozenges
1.68 Sterile Water Irrigation 250ml 13 Btls.
Systane ophthalmic
Tears Naturale ophthalmic
3.10 Theragran Liquid 7 Btls (4oz./btl.)
5.19 Theragran M 93 Btls (100/btl.)
1.52 Thiamine 100mg tablets 27 Btls
Tylenol Arthritis
26.59 Triple Antibiotic Ointment 17 Bxs (144 pkgs/box)
2.05 Teargen Ophthalmic Drops 44 Btls (10ml/btl.
T-Gel Shampoo
Tegrin Shampoo
Vitamin A 10,000 IU
Vitamin C syrup
Vitamin D tablets
4.30 Vitamin E 400 IU caplets/tablet 48 Btls (100/btl.)
1.88 Vitamin B 6 50mg caplets/tablet 9 Btls (100/btl.)
Vitamin A and D ointment
Zinc 220mg tablet
1.12 Zinc Oxide ointment 6 tubes (1oz./tube)

#45
#45

COST	STOCK DRUG LIST	USAGE
3.28	ACETAMINOPHEN SUPPOSITORIES 12/BOX	6 BXS
4.55	HEMORRHOIDAL SUPPOSITORIES 12/BOX	6 BXS
3.85	UNIFIBER	31 EACH
2.66	VITAMIN C TABLETS 100/BTL.	3 BTLS
2.00	VITAMIN B-12	5 BTLS
2.10	VITAMIN, ZINC, 15MG	2 BTLS
2.00	VITAMIN, ZINC, 50MG	2 BTLS
4.40	VITAMIN, MULTI W/ZINC	2 BTLS
3.85	FISH OIL, 500 MG	14 BTLS
2.46	MOTION SICKNESS CONTROL	4 BTLS
57.75	LORATIDINE TABS.	34 BTLS
1.74	EAR DROPS FOR WAX REMOVAL	12 BTLS
2.78	GLUCOSE GEL	4 TUBES
3.85	CLOTRIMOZOLE CREAM, 1%	82 TUBES
67.64	CALMOSEPTINE OINT. (BOX)	9 BXS.
6.04	CALMOSEPTINE OINT. (TUBE)	140 Tubes
2.87	TRIPE ANTIBIOTIC OINT. (TUBE)	6 TUBES
2.01	LUBRICATING JELLY (TUBE)	53 TUBES
2.44	EPSOM SALTS	2 BXS
.56	HYDROGEN PEROXIDE	3 BTLS
2.45	ANTIFUNGAL POWDER	35 BTLS
9.07	MELATONIN, 3MG	15 BTLS
3.23	MELATONIN, 1MG	16 BTLS
3.64	HEMORR/VAGINAL PADS	11 BXS

PHARMACY DRUG REGIMEN REVIEW

Resident Name: TESTPATIENT,ONE

Medical Record #: 000000009

Physician:

I have the following concerns which need to be addressed:

[ ]No changes recommended
[ ]Possible drug allergy
[ ]Drug indication not clear
[ ]Gradual close reduction
[ ]Potential drug interaction
[ ]Duplicate drug therapy
[ ]Inactive orders
[ ]Poor compliance
[ ]Other:

Detailed Description of Irregularity and Recommendation(s): [ ]N/A

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WW 25305-0130

PURCHASE ORDER NO: A070088

DATE: -

38

Question #14

BLANKET RELEASE

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SHIP TO:
HEALTH AND HUMAN RESOURCES
JOHN MANCHIN, SR. HEALTH CARE

401 GUFFEY STREET
FAIRMONT, WV
26554

VENDOR:
*709045805 304-366-2710
RIDER PHARMACY
303 MERCHANT ST

FAIRMONT WV 26554

SHIP TO:
HEALTH AND HUMAN RESOURCES
JOHN MANCHIN, SR. HEALTH CARE

401 GUFFEY STREET
FAIRMONT, WV
26554 304-363-2500

DATE PRINTED	TERMS OF SALE	REQUISN	FUND
06/23/2006	NET 30	550591043	PIMS
SHIP VIA	FOB	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	C254098 --

QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
		WV-48 AGREEMENT		
0001 208	HR		22.00000	4,576.00
07/01/2006		948-55		
PHARMACIST FOR LONG TERM CARE UNIT				

THIS AGREEMENT CONSTITUTES THE ACCEPTANCE OF A CONTRACT MADE BY & BETWEEN THE STATE OF WEST VIRGINIA, DEPARTMENT OF HEALTH & HUMAN RESOURCES, JOHN MANCHIN SR HEALTH CARE CENTER AND RIDER PHARMACY. THE VENDOR WILL OVERSEE PHARMACY NEEDS INCLUDING PROVISION & DISPENSING OF APPROPRIATE MEDICATIONS RENDERING SERVICE NECESSARY TO INSURE COMPLIANCE OF CERTIFICATION.

BEGINNING JULY 1, 2006 THROUGH JUNE 30, 2007
THE RATE OF PAY SHALL BE $22.00 PER HOUR, NOT TO EXCEED $4,576.00 FOR THE ENTIRE TERM OF THE CONTRACT.
208 HOURS X $22.00 = $4,576.00

THIS IS THE LAST RENEWAL OF A050255

7 750 8759

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

4,576.00
TOTAL

Susie Teel
SUSIE TEEL 304-558-1294
BY _____ 6/23/06
PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

Purchase Order

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

PURCHASE ORDER NO: A060089

PAGE:

BLANKET RELEASE:

CHANGE ORDER:

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

HEALTH AND HUMAN RESOURCES
JOHN MANCHIN, SR. HEALTH CARE

401 GUFFEY STREET
FAIRMONT, WV
26554

*709045805 304-366-2710
RIDER PHARMACY
303 MERCHANT ST

FAIRMONT WV 26554

SHIP TO:

HEALTH AND HUMAN RESOURCES
JOHN MANCHIN, SR. HEALTH CARE

401 GUFFEY STREET
FAIRMONT, WV
26554 304-363-2500

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
06/15/2005	NET 30	550591043	FIMS
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	6232277 --

QUANTITY / DELIVERY DATE	UOP / CAT NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
		RECEIPT TICKET FOR PURCHASE ORDER		A060089
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY DATE
001	948-55		PHARMACIST FOR LONG TERM CARE UNIT	_____ _____
		SIGNATURE _____	DATE _____	

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

Purchase Order

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

PURCHASE ORDER NO: A060089

PAGE: 40

BLANKET RELEASE:

CHANGE ORDER:

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NAME AND ADDRESS:
HEALTH AND HUMAN RESOURCES
JOHN MANCHIN, SR. HEALTH CARE

401 GUFFEY STREET
FAIRMONT, WV
26554

VENDOR:
*709045805 304-366-2710
RIDER PHARMACY
303 MERCHANT ST

FAIRMONT WV 26554

SHIP TO:
HEALTH AND HUMAN RESOURCES
JOHN MANCHIN, SR. HEALTH CARE

401 GUFFEY STREET
FAIRMONT, WV
26554 304-363-2500

DATE PRINTED	TERMS OF SALE	FOB/SHIP	FUND
06/15/2005	NET 30	560591043	FIMS
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	0232277

LINE	QUANTITY / DELIVERY DATE	UOM / CAT.NO	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
			WV-48	AGREEMENT	
0001	208	HR		22.00000	4,576.00
	06/24/2005		948-55		

PHARMACIST FOR LONG TERM CARE UNIT

THIS AGREEMENT CONSTITUES THE ACCEPTANCE OF A CONTRACT MADE BY & BETWEEN THE STATE OF WEST VIRGINIA, DEPARTMENT OF HEALTH & HUMAN RESOURCES, JOHN MANCHIN SR. HEALTH CARE CENTER AND RIDER PHARMACY. THE VENDOR WILL OVERSEE PHARMACY NEEDS INCLUDING PROVISION & DISPENSING OF APPROPRIATE MEDICATIONS:RENDERING SERVICE NECESSARY TO INSURE COMPLIANCE OF CERTIFICATION.

BEGINNING JULY 1, 2005 THROUGH JUNE 30, 2006

THE RATE OF PAY SHALL BE $22.00 PER HOUR, NOT TO EXCEED $4576.00 FOR THE ENTIRE TERM OF THE CONTRACT

THIS IS THE SECOND RENEWAL OF A050245. ONE RENEWAL REMAINS

* APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL: 4,576.00

BY SUSIE TEEL 304-558-1294 6/15/05

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

State of West Virginia
Purchasing Division

AGREEMENT

Purchase Order # A060089 WVFIMS Account #5156-2006-2843-335-253-03125

EAM Vendor # 709045805 WVFIMS Vendor # 0000040598 Remit to same

Rider Pharmacy, 303 merchant St., Fairmont, WV 26554 (Name and address), agree to perform the following services

r John Manchin Sr Healthcare 4011 Guffey St., Fairmont, WV 26554 (Agency)

The pharmacist to provide 9approx. 5 hrs. per month) (Location) oversees pharmacy needs

including provision and dispensing of appropriate medications: rendering services (Detailed description of services to be performed)

necessary to insure compliance of certification

Date(s) of Service: from July 1, 2005 to June 30, 2006.

The rate of pay shall be $22.00 per hour not to exceed

$4576.00 for the entire term of the contract. 208 hrs @ 22.00 = 4576.00

This agreement may be renewed for an additional one year term

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

☒ I am not currently a full-time employee of the State of West Virginia.

☐ I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be $ _____.

The vendor serves as _____ (Position) with the title of _____, certified by

_____ (Supervisor Signature).

HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaabaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

APPROVED BY: WVDHHR

Agency John Manchin Sr Health Care Center

CEO (Authorized Signature of Agency)

6-7-05 (Date)

Vendor Rider Pharmacy

550-801-043 (Vendor Signature)

6/6/05 (Date)

Sue Tal 6/15/05

AGREEMENT ADDENDUM

Rev. 5/94

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out o the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replace any references to any other State's governing law.

4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency i exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will th Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.

6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maxim legal rate under West Virginia law. All other references to interest or late charges are deleted.

7. **SETOFF** - Any language in the agreement giving the Agency's right to set-off, counterclaim, recoupment, or othe defense is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the ter of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for thi service. In the event funds are not appropriated or otherwise available for this service, the agreement shal terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included i its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor individual, or any other party are deleted.

10. **SUCCESSOR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the even of default or non-funding during the term of the agreement are hereby deleted.

11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court c competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement t another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor an Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability unde a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any liabilit is null and void to the extent that it precludes any action for injury to persons or for damages to personal property

14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice t Vendor.

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon terminatio of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred a losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of th current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor a beneficiary or as an additional insured is hereby deleted.

18. **RIGHT TO REPOSSESS** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agenc does recognize a right of repossession with notice.

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted

20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signe by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

AGENCY:
STATE OF WEST VIRGINIA WVDHHR I 7036168
John Manchin Sr Healthcare

VENDOR
Rider Pharmacy

Spending Unit:

Company Name:

Signed: Carol Mancuso

Signed: Gary Bergin

Title: CEO

RFQ No H06084

AFFIDAVIT

West Virginia Code §5A-3-10a states:
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 the debt owned is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"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.

Exception:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clauses above apply; and all state licensing requirements are in compliance.

Vendor's Name: Rivers Pharmacy

Authorized Signature: [signature] Date: 06/16/05

No Debt Affidavit
Revised 04/15/04

5. Is this agreement related to any other project being undertaken within your agency? If so, briefly describe.
[illegible] the anticipated certification of our long term care unit.

AGREEMENT QUESTIONNAIRE

Requisition # PC4 2689 FIMS Acct # 5156-2006-2843-337-259-03125

FIMS Vendor # 0000040598

1. Briefly describe the project scope of work to be completed or the problem to be solved by executing this agreement purchase order with (firm) Rider Pharmacy ?

Pharmacist will oversee pharmacy needs including provision and dispensing of appropriate medications; rendering services necessary to insure compliance of Medicaid/Medicare certification. Will provide inservices as required and set on Pharmacy QA group.

2. What results do you expect to achieve issuing this agreement?

Provide pharmacist services in our long term care unit of our facility.

3. What would be the effects on your the agency if this agreement was not implemented?

We would be out of compliance with Medicaid/Medicare certification. We are required by law to have this service.

4. What specialized or professional skill will be provided that is not available within your own or some other agency?

licensed pharmacist

5. Is this agreement related to any other project being undertaken within your agency? If so, briefly describe.

No, other than the continued certification of our long term care unit.

6. Describe the methodology and evaluation criteria utilized to select this consultant.

Contacted all pharmacist in our local telephone book. No other pharmacist was interested in bidding at this time. Also, previous provider made same bid at no additional cost.

7. What other consultants were considered for this work? Explain why this particular consultant was selected over the ones considered.

All local pharmacist

8. Is this agreement associated with providing any software, hardware, or data processing related services? If yes written verification of IS&C approval is required and must be attached.

AGREEMENT ADDENDUM

the event of conflict between this addendum and the agreement, this addendum shall control:

ARBITRATION - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

Hold Harmless - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety

GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.

INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest or late charges are deleted.

REIMBURSEMENT - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.

FISCAL YEAR FUNDING - Service performed under the agreement may be construed to exceeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

7. **SUCCESSOR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

8. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

9. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

10. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

11. **PRIOR TO TERMINATION** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.

12. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

13. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.

14. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.

15. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

16. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

17. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

AGREED TO:

NAME OF WEST VIRGINIA WVDHHR I 7036168 John Manchin Sr Healthcare	VENDOR Elder Pharmacy
Awarding Unit:	Company Name:
Signed: Carol D Mancio	Signed: Jerry Bergen
Title: CEO	Title:
Date: 6-7-05	Date: 6/6/05

Sue Tal 6/13/05

Purchase Order

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

PURCHASE ORDER NO: HDP70121

PAGE: 46

BLANKET RELEASE: 00

CHANGE ORDER:

Question #14

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES INVOICES AND SHIPPING PAPERS QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
ACCOUNTS PAYABLE
ROUTE 3 BOX 330
TERRA ALTA, WV
26764

*609135729 304-292-3080
NEIGHBORCARE MORGANTOWN
1401 EARL CORE ROAD #A

MORGANTOWN WV 26505

SHIP TO

HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
CENTRAL RECEIVING
ROUTE 7
TERRA ALTA, WV
26764 304-789-2411

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
06/25/2006	NET 30	550730048	

SHIP VIA	FOB	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT NO	VENDOR ITEM NO / ITEM NUMBER	UNIT PRICE	AMOUNT
			BLANKET OPEN-END CONTRACT		
			THIS AWARD IS PER THE FOLLOWING: 1. REQUEST FOR QUOTATION DATED 5/1/2006 AND ALL SPECIFICATIONS THEREIN. 2. VENDOR'S BID DATE 6/5/2006.		
			PLEASE NOTE THE FOLLOWING ATTACHMENT: 1) RFQ HDP70121 PAGE 2 OF BID WITH PRICING INFO. (1 PG)		
0001	07/01/2006	JB	948-72	.00	
			OPEN END CONTRACT FOR PHARMACEUTICAL CONSULTANT SERV		
			VENDOR MUST COMPLY WITH AND BE KNOWLEDGEABLE OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA).		

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2006 JUN 29 AM 10:48
DEPT. OF DHHR PURCHASING

WV STATE PURCHASING DIVIS
ADMINISTRATION UNIT
CERTIFIED ENCUMBERED
JUN 28 2006
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐ Eric Gizelle

OPEN END

TOTAL

Dawn E Zebelbelle

ROBERTA WAGNER 304-558-1

BY

PURCHASING DIVISION AUTHORIZED SIG

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER: HOP70121

PAGE:

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

VENDOR:
#609135729 304-292-3080
NEIGHBORCARE MORGANTOWN
1401 EARL CORE ROAD #A

MORGANTOWN WV 26505

SHIP TO:
HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
CENTRAL RECEIVING
ROUTE 7
TERRA ALTA, WV
26764 304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/01/2006				

BID OPENING DATE 06/08/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	THESE SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS GOVERNING NURSING FACILITIES AS WELL AS THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, FACILITY POLICIES AND PROCEDURES.					
	AWP LESS 30 % FOR NON BILLABLE PRODUCTS.					
	VENDOR MUST COMPLY WITH AND BE KNOWLEDGEABLE OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA).					
	VENDOR SHALL BE KNOWLEDGEABLE OF AND COMPLY WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA).					
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON WRITTEN MUTUAL CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.					
	EXHIBIT 3					
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON DATE OF AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

PURCHASE ORDER NO	PAGE
HOP70121	48

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CHANGE ORDER

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO
HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
ACCOUNTS PAYABLE
ROUTE 3 BOX 330
TERRA ALTA, WV 26764

VENDOR
#609135729 304-292-3080
NEIGHBORCARE MORGANTOWN
1401 EARL CORE ROAD #A

MORGANTOWN WV 26505

SHIP TO
HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
CENTRAL RECEIVING
ROUTE 7
TERRA ALTA, WV 26764 304-789-2411

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
06/25/2006	NET 30	550730048	
SHIP VIA	**F.O.B**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
	CONTRACT.				

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)

QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL

ROBERTA WAGNER 304-558-0067

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

49

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

PURCHASE ORDER NO	PAGE
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DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
06/25/2006	NET 30	550730048	
SHIP VIA	**F.O.B**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
	ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.				
	BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.				

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL

ROBERTA WAGNER 304-558-0067

BY _____

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

PURCHASE ORDER

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

PURCHASE ORDER NO	PAGE
HOP70121	50

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CHANGE ORDER

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INVOICE TO
HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
ACCOUNTS PAYABLE
ROUTE 3 BOX 330
TERRA ALTA, WV
26764

VENDOR
#609135729 304-292-3080
NEIGHBORCARE MORGANTOWN
1401 EARL CORE ROAD #A

MORGANTOWN WV 26505 26505

SHIP TO
HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
CENTRAL RECEIVING
ROUTE 7
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26764 304-789-2411

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
06/25/2006	NET 30	550730048	
SHIP VIA	**F.O.B**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT NO	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
			RECEIPT TICKET FOR PURCHASE ORDER: HOP70121		
LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE
0001	948-72		OPEN END CONTRACT FOR PHARMACEUTICA	_____	_____
			SIGNATURE_____ DATE_____		

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL

ROBERTA WAGNER 304-558-0067

BY_____

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

51

Purchase Order

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

PURCHASE ORDER NO: HOP70121

PAGE:

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CHANGE ORDER: 1

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

INVOICE TO:
HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
ACCOUNTS PAYABLE
ROUTE 3 BOX 330
TERRA ALTA, WV
26764

VENDOR:
*609135729 304-292-3080
NEIGHBORCARE MORGANTOWN
1401 EARL CORE ROAD #A

MORGANTOWN WV 26505

SHIP TO:
HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
CENTRAL RECEIVING
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26764 304-789-2411

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
06/25/2007	NET 30	550730048	

SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT

CHANGE ORDER #01

TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.

EFFECTIVE DATE OF RENEWAL: 07/01/2007
THROUGH 06/30/2008

RENEWALS REMAINING: 1

NO OTHER CHANGES

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PURCHASING DIVISION
CERTIFIED ENCUMBERED
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PO NET CHANGE (+)==>

OPEN END

TOTAL

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ROBERTA WAGNER 304-558-0067

BY

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

Purchase Order

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

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CHANGE ORDER
1

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO
HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
ACCOUNTS PAYABLE
ROUTE 3 BOX 330
TERRA ALTA, WV
26764

VENDOR
=609135729 304-292-3080
NEIGHBORCARE MORGANTOWN
1401 EARL CORE ROAD #A

MORGANTOWN WV 26505

SHIP TO
HEALTH AND HUMAN RESOURCES
HOPEMONT HOSPITAL
CENTRAL RECEIVING
ROUTE 7
TERRA ALTA, WV
26764 304-789-2411

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
06/25/2007	NET 30	550730048	

SHIP VIA	F.O.B	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT

RECEIPT TICKET FOR PURCHASE ORDER: HOP70121

LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE
0001	948-72		OPEN END CONTRACT FOR PHARMACEUTICA		

SIGNATURE _____ DATE _____

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE

HOP70121-Specifications

CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:

1. REVIEW EACH RESIDENT'S DRUG REGIMEN AT LEAST QUARTERLY.
2. REVIEW AT LEAST QUARTERLY, ALL FACETS OF THE DRUG HANDLING AND DISTRIBUTION SYSTEM TO ENSURE QUALITY OF OPERATION OF THE SYSTEM.
3. PROVIDE COMPLETE DOCUMENTATION OF ALL PROFESSIONAL REVIEW ACTITIVITIES REQUESTED, AS DESCRIBED IN THE FACILITY POLICY AND PROCEDURES MANUAL.
4. SERVE AS A MEMBER OF THE PHARMACY COMMITTEE AND QUALITY ASSURANCE COMMITTEES.
5. MAINTAIN CONTINUING EDUCATION TO ENSURE COMPLIANCE WITH ALL FEDERAL AND STATE REGULATIONS GOVERNING NURSING FACILITIES AND DRUG HANDLING DISTRIBUTION.
6. PROVIDE QUARTERLY IN-SERVICE PROGRAM TO DIRECT CARE STAFF REGARDING PHARMACEUTICALS AND FACILITY PHARMACY POLICIES.
7. PROVIDE REVIEW OF ALL DIRECT ACTIVITIES INVOLVING PHARMACY SERVICES TO ENSURE COMPLIANCE BY DIRECT CARE STAFF.
8. ESTABLISH POLICIES AND PROCEDURES TO CONTROL THE DISTRIBUTION AND ADMINISTRATION OF DRUGS AND PHARMACEUTICAL SUPPLIES.

PROCEDURE SERVICES THAT MUST BE PROVIDED:

1. PROVIDE DELIVERY OF PRESCRIPTIONS FOR ALL RESIDENTS ON THE SAME DAY OF ORDERING AND WITHIN TWO HOURS FOR STAT ORDERS.
2. FURNISH AND REPLENISH DRUG CARTS THAT ALLOW FOR A SEVEN DAY SUPPLY SYSTEM.
3. FURNISH AND REPLENISH EMERGENCY SUPPLY IN ACCCEPTED CONTAINERS WITHIN 24 HOURS.
4. PROVIDE AND LABEL DRUGS AND SUPPLIES AS REQUIRED FOR RESIDENTS AND FACILITY IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND DEPARTMENT AND FACILITY POLICIES.
5. PROVIDE ALL PHARMACY SERVICES TO FACILITY ON A 24 HOUR, 7 DAY PER WEEK BASIS, INCLUDING STAT ORDERS.
6. PROVIDE A FAX MACHINE, INCLUDING SUPPLIES.

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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QUESTION # 14

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CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO
HEALTH AND HUMAN RESOURCES
LAKIN HOSPITAL

1 BATEMAN CIRCLE
LAKIN, WV
25287

VENDOR
*814104736 304-736-8310
CONTINUUM CARE PHARMACY
3 CHATEAU LANE #C

BARBOURSVILLE WV 25504

AGENCY COPY

SHIP TO
HEALTH AND HUMAN RESOURCES
LAKIN HOSPITAL

1 BATEMAN CIRCLE
LAKIN, WV
25287 304-675-0860

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
11/29/2004	NET 30	550770251	
SHIP VIA	**F.O.B**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
			OPEN END CONTRACT		
	11/08/2004		270-00		

PROVIDE PHARMACEUTICAL SUPPLIES

AND SERVICES TO LAKIN HOSPITAL, LAKIN, WV, PER THE ATTACHED SPECIFICATIONS.

WV STATE PURCHASING DIVISION
ADMINISTRATION UNIT
CERTIFIED ENCUMBERED

DEC 2 1 2004

EXHIBIT 3

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 12/1/04 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.

Beverly Toler

OPEN END

TOTAL

VAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

RON PRICE
304-558-0492

BY 12/16/04
PURCHASING DIVISION AUTHORIZED SIGNATURE

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Purchase Order

PURCHASE ORDER NO.	PAGE
LSH50153	

BLANKET RELEASE	CHANGE ORDER
00	1

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGENCY COPY

INVOICE TO:
HEALTH AND HUMAN RESOURCES
LAKIN HOSPITAL

1 BATEMAN CIRCLE
LAKIN, WV
25287

VENDOR:
*814104736 304-736-8310
CONTINUUM CARE PHARMACY
3 CHATEAU LANE #C

BARBOURSVILLE WV 25504

SHIP TO:
HEALTH AND HUMAN RESOURCES
LAKIN HOSPITAL

1 BATEMAN CIRCLE
LAKIN, WV
25287 304-675-0860

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
11/16/2005	NET 30	550770251	
SHIP VIA	**F.O.B.**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UDP / CAT. NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
			CHANGE ORDER #01		
	TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.				
	EFFECTIVE DATE OF RENEWAL: 12/01/2005 THROUGH 11/30/2006				
	RENEWALS REMAINING: 1				
0001	11/08/2004	JB	270-00	.00000	
	PROVIDE PHARMACEUTICAL SUPPLIES				
			PREVIOUS PO TOTAL==>	OPEN	END
			PO NET CHANGE (+)==>		
					OPEN END
					TOTAL

STATE PURCHASING DIVISION
ADMINISTRATION UNIT
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Beverly Toler

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ASSISTANT ATTORNEY GENERAL

BY RON PRICE 304-558-0492
PURCHASING DIVISION AUTHORIZED SIGNATURE

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2019 Washington Street East
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PURCHASE ORDER NO.: LSH50153

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CHANGE ORDER:

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LAKIN HOSPITAL

1 BATEMAN CIRCLE
LAKIN, WV
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1 BATEMAN CIRCLE
LAKIN, WV
25287 304-675-0860

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
11/29/2004	NET 30	550770251	
SHIP VIA	**F.O.B**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT

UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.

CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR

OVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL

RON PRICE 304-558-0492

BY _____

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.

2. **APPLICABLE LAW:** The laws of the State of West Virginia and the ***Legislative Rules*** of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.

3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/ Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/ Contract becomes void and of no effect after June 30.

4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.

5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.

6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.

7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.

8. **CANCELLATION:** The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.

9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.

10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the ***West Virginia Code.***

11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.

12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

14. **HIPAA Business Associate Addendum** - The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (**http://www.state.wv.us/admin/purchase/vrc/hipaa.htm**) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

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

LSH50153

PAGE

58

BLANKET RELEASE
00

CHANGE ORDER

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO
HEALTH AND HUMAN RESOURCES
LAKIN HOSPITAL

1 BATEMAN CIRCLE
LAKIN, WV
25287

VENDOR
*814104736 304-736-8310
CONTINUUM CARE PHARMACY
3 CHATEAU LANE #C

BARBOURSVILLE WV 25504

SHIP TO
HEALTH AND HUMAN RESOURCES
LAKIN HOSPITAL

1 BATEMAN CIRCLE
LAKIN, WV
25287 304-675-0860

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
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BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO / ITEM NUMBER	UNIT PRICE	AMOUNT
	IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)				
	QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.				
	BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.				

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL

RON PRICE 304-558-0492

BY_____

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

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NATURE OF SERVICES REQUIRED

General

The vendor will provide all drugs and pharmaceuticals as required in Attachment # 2, and other services, including, but not limited to, picking up orders, filling of orders, delivery of prescriptions to the individual nursing stations and billing all costs to third party payors as appropriate. Vendor shall provide the services detailed below. The only costs that will be billed to Lakin Hospital will be the cost for stock drugs for use at the Hospital and costs for drugs used by individual Hospital residents who have no financial resources and there exists no third party payor.

Scope of Work to be Performed:

The vendor shall provide all drugs and pharmaceutical services as required including, but not limited to:

1. Picking up orders, filling orders, and delivering orders to the individual nursing stations. All solid dose medications will be filled in individual dose blister pack containers at the vendor's pharmacy.

2. Providing monthly medex and physicians' orders reports by computer forms.

3. Billing all prescription orders possible to a third party.

4. Issuing credits to the Hospital for items returned that were paid for by Lakin Hospital.

5. Billing by individual patients with a breakdown of charges separating Rx and non-Rx medications where medications are not reimbursed by a third party and are billed to the Hospital.

6. Breaking down drugs on each resident's monthly billing to indicate whether the drugs are "MEDICAID ALLOWABLE", "MEDICAID NON-ALLOWABLE", OR "OVER-THE-COUNTER".

7. Billing back to third party payors should patients not covered by a third party payor become certified.

8. Providing a contact person to work with the Hospital's Accounts Payable Office on billing issues.

9. Providing monthly drug regimen review for all patients and report any irregularities.

10. Providing stocked drug carts and treatment carts and providing monthly inspection of same and drug rooms.

GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT

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11. Destroying all outdated or discontinued medications as provided in the policy manual. The Hospital is on a "7 day" schedule.

12. Conducting quarterly meetings of medication services committee.

13. Attending other committee meetings as required.

14. Conducting an annual in-service training session.

15. Makin a pharmacist available at all times should emergencies arise.

16. Providing resident pharmacy review with recommendations.

17. Providing medication pass inspections monthly.

18. Providing psycho tropic drug review and psycho tropic monitoring devices (at least quarterly and upon prescription changes).

19. Providing fax machine for expedient medication ordering.

20. Supplying all drugs ordered by Physicians.

21. Reviewing and stocking emergency medication kits on a monthly basis.

22. Preparing nursing home quarterly report on pharmacy activities.

23. Provide and update annually a pharmacy manual.

24. Bill the hospital the average wholesale price, or the medicaid allowable cost plus $2.75, whichever is lower, for non-prescription or stock drugs, prescription drugs not medicaid allowable or for all medications if the resident receiving the medications is not subject to third party reimbursement.

CONTRACT TERMS

CONTRACT PROVISIONS

After the vendor is selected, a formal contract may be executed between the State and the vendor. The RFQ and the vendor's bid will be included by reference as part of the contract. The order of precedence is the contract, the RFQ and then the vendor's bid. This part of the RFQ contains sections similar to or the same as provisions in the final contract. By signing and submitting their bid, vendors agree to be bound by the terms contained in this part of the RFQ.

GOVERNING LAWS

The contract will be governed in all aspects by the laws of the State of West Virginia.

COMPLIANCE WITH LAW AND REGULATIONS

The contract will be subject to the laws of the State of West Virginia, and, where applicable, Federal law. The vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the United States, the State of West Virginia, and political subdivision in which work under the contract is performed. Records shall be made available to representatives of the Department, other State agencies and the Federal government upon request and as required by law.

The vendor shall pay any sales, use and personal property taxes arising out of the contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor. All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of personnel and to the operation of the Department shall be fully complied with by the vendor.

NON-APPROPRIATION OF FUNDS

If the Department is not allotted funds in any succeeding fiscal year for the continued use of the service covered by the contract, the Department may terminate the contract at the end of the current fiscal period without further charge or penalty. The Department shall give the vendor written notice of such non-allocation of funds, as soon as possible after the Department receives notice of such non-allocation.

CONVENIENCE OUT

The State reserves the right to discontinue use of the services and cancel said contract for convenience at the end of any fiscal year by providing the vendor with ninety (90) days written notice.

CONTINUITY OF SERVICES

Any contract resulting from this RFQ is intended to provide continuity of services and the management thereof on a continuous basis. In the event of termination of this contract by the vendor, the vendor must assure the continuity of services at a level consistent with the contract terms for a period not to exceed twelve (12) months from the notice of termination or until such time as the Department can provide for an alternate vendor.

RECORD RETENTION AND CONFIDENTIALITY

Vendor shall comply with all applicable State and Federal statutory and regulatory requirements governing the maintenance of documentation to verify the cost of services rendered under the contract.

The vendor's employees, agents and subcontractors shall have access to private and confidential data maintained by the State to the extent necessary to carry out its responsibilities pursuant to the contract. The vendor agrees to indemnify and hold the State, the Department, its employees, agents and subcontractors harmless from all claims arising out of, resulting from or in any manner attributable to violation of confidentiality, including legal fees and disbursement paid or incurred to enforce the provisions of the contract. The vendor accepts responsibility for providing adequate supervision and training to its agents and employees to ensure that confidentiality is maintained. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute either during the contract period or thereafter.

INSURANCE

The vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Proof of insurance shall be provided by the vendor at the time the contract is awarded. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

1. For bodily injury (including death): $500,000.00 per person, up to $1,000,000.00 per occurrence.

2. For property damage and professional liability: Up to $1,000,000.00 per occurrence.

CHANGES IN SCOPE

Formal contract amendments and change orders will be negotiated by the Department with the vendor, whenever necessary, to address changes to the terms and conditions, costs of (payment provision), or scope of work included under the contract. Contract amendments and change orders must be approved by the Department, the Department of Administration and all other applicable State agencies prior to their effective date. Upon request from the Department, the

vendor shall provide the State a written statement that the change has no price impact on the contract, or if there is a price impact, provide a description of the price increase or decrease involved in implementing the change.

No changes in scope are to be conducted except at the approval of the State. Then, the services provided pursuant to the change order or contract amendment shall be at the same hourly rates as set forth in the contract, or a lower hourly rate, unless otherwise approved by the Division of Purchasing.

INVOICES AND PAYMENTS

The vendor shall submit monthly invoices, in arrears, to the Hospital for all services provided pursuant to the terms of the contract. The invoices shall be in a form approved by the Department and shall enclose a monthly activity log. The vendor will be responsible for payment of all subcontractors, staff and any other support staff contracted to provide services. State law forbids payment of invoices prior to receipt of services. The Department reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified of deficiencies within fifteen (15) days of receipt of the invoice.

CONFLICTS OF INTEREST

Vendor covenants that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The vendor further covenants that in the performance of the contract, the vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Department.

PROHIBITION AGAINST GRATUITIES

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the Department shall have the right to annul the contract without liability or, at its discretion to pursue any other remedies available under the contract or by law.

CERTIFICATIONS RELATED TO LOBBYING

Vendor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer to employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and office or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the vendor shall complete and submit a disclosure form to report lobbying.

The vendor shall require that the language of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when the contract was made and entered into. Submission of this certification is a prerequisite for making and entering into the contract imposed under Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty.

INDEMNIFICATION

The vendor agrees to indemnify, defend and hold harmless the State of West Virginia and the Department, its officers, and employees from and against:

a. Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials or supplies in connection with the performance of the contract;

b. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation, disregard of Federal or State statutes or regulations of the vendor, its officers, employees, or subcontractors in the performance of the contract;

c. Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, sue or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations;

d. Any failure of the vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and minimum wage laws.

SUBCONTRACTS

Vendor, as prime contractor, is solely responsible for all work performed under the contract, all services offered and all products to be delivered. The Department will consider the vendor to be the sole point of contact with regard to all contractual matters. The vendor may, with the prior written consent of the Department, enter into written subcontracts for performance of work under

the contract. The vendor is responsible for payment due to subcontractors.

TERMINATION OF THE CONTRACT

The Department may terminate a contract resulting from this RFQ at any time that the vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The Department shall provide the vendor with notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the Department shall issue the vendor an order to stop all work immediately. The Department shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with ninety (90) days prior notice and as set forth elsewhere in this RFQ and any subsequent contract.

CONTRACT MONITORING AND ACCOUNTING AND AUDIT REQUIREMENTS

The vendor shall maintain business and accounting records detailing the performance of the contract. Accounting records shall be maintained in accordance with generally accepted accounting principles. Authorized representatives or agents of the State and/or Department shall have access to the vendor's business and records upon reasonable notice and at reasonable times during the performance and/or retention period of the contract for purposes of review, analysis, inspection and audit. Department and other State and/or Federal agencies and their respective authorized representatives or agents shall have access to all business, accounting and financial records of any individual, partnership, firm or corporation insofar as they relate to transactions connected with the contract.

The vendor shall maintain business and accounting records for a five (5) year post-contract period or until final resolution of all pending audit questions and litigation. During the five (5) year post-contract period, delivery or and access to the listed items will be at no cost to the State.

HIPAA COMPLIANCE:

VENDOR MAY NEED TO HAVE ACCESS TO PRIVATE AND CONFIDENTIAL DATA MAINTAINED BY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR) TO PERFORM THE DUTIES AND RESPONSIBILITIES DEFINED IN THIS CONTRACT. VENDOR AGREES TO MAINTAIN THE CONFIDENTIALITY AND SECURITY OF ANY DATA PROVIDED IN ACCORDANCE WITH ALL APPLICABLE CONFIDENTIALITY LAWS AND SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF WEST VIRGINIA AND THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES AGAINST ALL CLAIMS BROUGHT BY ANY PARTY ALLEGING BREACH OF CONFIDENTIALITY BY THE VENDOR, VENDOR'S SUBCONTRACTORS, OR INDIVIDUALS PERMITTED ACCESS BY VENDOR. THE VENDOR AGREES TO MEET THE REQUIREMENTS OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), PUBLIC LAW 104-191, 110 STAT. 1936 (1996) AND REGULATIONS PROMULGATED THEREUNDER AS APPLICABLE. THE SUCCESSFUL VENDOR MAY BE DETERMINED TO BE A BUSINESS ASSOCIATE OF THE DHHR, AND IF SO, THE VENDOR AGREES TO SIGN WITHOUT MODIFICATION, DHHR'S STANDARD HIPAA BUSINESS ASSOCIATE AGREEMENT.

ATTACHMENT # 1

COST PROPOSAL

A. COST WILL NOT EXCEED THE AVERAGE WHOLESALE PRICE OR MEDICAID ALLOWABLE COST PLUS $2.75 OR OUR REGULAR RETAIL PRICE WHICHEVER IS LOWER. FOR ANY PRESCRIPTION WHICH IS NOT MEDICAID ALLOWABLE EVERY EFFORT WILL BE MADE TO ENSURE PRESCRIPTIONS WILL BE COVERED BY INSURANCE OR CHANGED IF PERMISSION GIVEN BY PHYSICIAN. THERE WILL BE NO ADDED COSTS FOR TRAVEL OR OUT OF POCKET EXPENSES.

THE LIST OF MEDICATIONS ENTITLED "STOCK ITEMS BILLED TO LAKIN HOSPITAL FROM 12-01-04 THROUGH 11-30-05 WILL BE ISSUED AT NO CHARGE TO THE HOSPITAL ANY TIME THAT THEY ARE ORDERED. THERE WILL BE NO CHARGE FOR THESE LISTED STOCK ITEMS.

ANY OTHER MEDICATIONS WILL BE BILLED AT THE RATE REQUESTED IN THE RFQ BY THE STATE WHICH IS REPEATED IN ITEM C ON THIS SHEET.

B. NO CHARGE FOR PHARMACY CONSULTANT.

C. Continuum Care Pharmacy **Vendor**) WILL BILL THE HOSPITAL THE AVERAGE WHOLESALE PRICE, OR THE MEDICAID ALLOWABLE COST PLUS $2.75 OR OUR REGULAR RETAIL PRICE WHICHEVER IS LOWER. FOR NON-PRESCRIPTION OR STOCK DRUGS, PRESCRIPTION DRUGS NOT MEDICAID ALLOWABLE OR FOR ALL MEDICATIONS IF THE RESIDENT RECEIVING THE MEDICATIONS IS NOT SUBJECT TO THIRD PARTY REIMBURSEMENT.

Authorized Signature

THE FOLLOWING IS A LIST OF STOCK ITEMS THAT WILL BE ISSUED AT NO CHARGE TO LAKIN HOSPITAL WHEN ORDERED FOR THE DURATION OF THIS CONTRACT:

APPROX. QT	MEDICATION	DOSAGE
25 btls.	Saline, 9% Sodium Chloride, INJ, USP	10 ml. vials
25 btls.	Sterile Water	10 ml. vials
25 btls.	Acetaminophen Supp.	650 mg.
20 btls.	Aspirin, Adult low dose/Children's	81 mg.
100 btls.	Biscodyl Tablets	5 mg.
100 btls.	Docusate Sodium Liquid	50 mg./5 m.
150 btls.	Antacid, Mylanta (equal)	
10 bx.	Biscodyl Suppositories	10 mg.
10 btls.	Vitamin B1	50 mg.
10 btls.	Diphenhydramine Hydrochloride	25 mg.
25 btls.	Docusate Sodium Sofigels	100 mg.
25 btls.	Kaopectolin	
150 btls.	Maalox, Magnesia & Alumina, Mint	
10 btls.	Oyster Calcium w/vitamin D tablets	250 mg.
50 tubes	Triple Antibiotic Ointment	.9g
50 btls.	Vitamin, Multi	
300 tubes	Zinc Oxide Ointment, USP	30 mg.
50 btls.	Acetamin	325 mg.
25 btls.	Acetamin	600 mg.
25 btls.	Vitamin C	500 mg.
100 btls.	Docusate/Sodium/Casanthranol Syrup	
200 btls.	Docusate/Sodium/Casanthrandol Pills	
btls.	Guaifenesin Cough Syrup	
50 btls.	Diabetic Guaifenesin Cough Syrup	
25 btls.	Promethazine VC-Syrup	
200 btls.	Milk of Magnesia	
50 tubes	Carrasyn Dressing Gel	
10 btls.	Docusate Cal	240 mg.
5 btls.	Elimite	5%
8 vials	Epinephrine	1 mg/ml
10 btls.	Gold Bond Medicated Powder	
10 btls.	Hydramine	12.5/5 ml
25 tubes	Insta-Glucose Gel	12.5/5 ml
50 tubes	Moisture Barrier Skin Ointment	
200 tubes	K-Y Gel	
10 btls.	Kaopectate, Regular	
50 btls.	Multi Vitamins w/iron	
4 vials	Novocain	1%
25 btls.	Phazyme-95	
100 ea.	Sharps Containers	
10 vials	Sterile Water Inj.	
10 btls.	Sun Block SPF30	
10 btls.	Thiamine HCL	100 mg.
10 vials	Tubersol SU	

Purchase Order

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

PURCHASE ORDER NO.	PAGE
LSH50153	

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CHANGE ORDER

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO:
HEALTH AND HUMAN RESOURCES
LAKIN HOSPITAL

1 BATEMAN CIRCLE
LAKIN, WV
25287

VENDOR:
*814104736 304-736-8310
CONTINUUM CARE PHARMACY
3 CHATEAU LANE #C

BARBOURSVILLE WV 25504
25504

SHIP TO:
HEALTH AND HUMAN RESOURCES
LAKIN HOSPITAL

1 BATEMAN CIRCLE
LAKIN, WV
25287 304-675-0860

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
11/29/2004	NET 30	550770251	
SHIP VIA	**F.O.B**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
			RECEIPT TICKET FOR PURCHASE ORDER: LSH50153		
INE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE
001	270-00		PROVIDE PHARMACEUTICAL SUPPLIES	_____	_____
			SIGNATURE_____ DATE_____		

APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE ☐

TOTAL

RON PRICE 304-558-0492

BY_____

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

PURCHASING DIVISION AUTHORIZED SIGNATURE

DATE	INITIAL	PRN TREATMENTS AND MEDICATIONS

DATE	TIME	MEDICATION	ROUTE	DOSE	REASON	DOSE	EFFECT	INITIAL

ALLERGIES

CODES

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

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CHANGE ORDER
3

76

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE TO
HEALTH AND HUMAN RESOURCES
PINECREST HOSPITAL
105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
25801

AGENCY COPY

VENDOR
*814104736 304-736-8310
CONTINUUM CARE PHARMACY
3 CHATEAU LANE #C

BARBOURSVILLE WV 25504

SHIPPED TO
HEALTH AND HUMAN RESOURCES
PINECREST HOSPITAL
105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
25801 304-256-6614

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
01/15/2008	NET 30	550770251	
SHIP VIA	**F.O.B**	**FREIGHT TERMS**	**ACCOUNT NUMBER**
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY / DELIVERY DATE	UOP / CAT.NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT

CHANGE ORDER #03

TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS.
NO CHANGE IN CONTRACT TOTAL.

EFFECTIVE DATE OF EXTENSION: 01/01/2008
THROUGH 06/30/2008
NO OTHER CHANGES

PURCHASING DIVISION
CERTIFIED ENCUMBERED
JAN 16 2008
Beverly Tolin

PREVIOUS PO TOTAL==> OPEN END
PO NET CHANGE (+)==>

OPEN END

TOTAL

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ROBERTA WAGNER 304-558-0067

BY

PURCHASING DIVISION AUTHORIZED SIGNATUR.

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

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

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CHANGE ORDER NO.:

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78

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

HEALTH AND HUMAN RESOURCES
PINECREST HOSPITAL
105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
25801

AGENCY COPY

*814104736 304-736-8310
CONTINUUM CARE PHARMACY
3 CHATEAU LANE #C

BARBOURSVILLE WV 25504

HEALTH AND HUMAN RESOURCES
PINECREST HOSPITAL
105 SOUTH EISENHOWER DRIVE

BECKLEY, WV
25801 304-256-6614

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
12/22/2004	NET 30	550770251	

SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL 406425

LINE	QUANTITY / DELIVERY DATE	UOP / CAT. NO.	VENDOR ITEM NO. / ITEM NUMBER	UNIT PRICE	AMOUNT
0001	12/03/2004		948-72		

OPEN END CONTRACT TO PROVIDE PHARMACY SUPPLIES AND

SERVICES.

TO PROVIDE PHARMACEUTICAL CONSULTANT SERVICES & PRESCRIPTIONS TO THE RESIDENTS OF PINECREST HOSPITAL, BECKLEY, WV .

PHARMACY WILL PROVIDE ALL PRESCRIPTION DRUGS AS REQUIRED, INCLUDING, BUT NOT LIMITED TO PICKING UP ORDERS, FILLING ORDERS, DELIVERY OF PRESCRIPTIONS TO THE INDIVIDUAL NURSES STATIONS AND BILLING COSTS TO THIRD PARTY PAYORS, AS APPROPRIATE. PHARMACY SHALL PROVIDE THE SERVICES DETAILED BELOW. THE ONLY COSTS THAT WILL BE BILLED, WILL BE THE COSTS FOR DRUGS BY INDIVIDUAL HOSPITAL RESIDENTS, WHO HAVE NO FINANCIAL RESOURCES AND THERE EXISTS NO THIRD PARTY PAYOR
SEE ATTACHED DETAILED SPECIFICATIONS:

WV State Purchasing Division
Administration Unit
Certified Encumbered

OPEN END

TOTAL

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APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY BUYER 22 304-558-0492 12/22/04
PURCHASING DIVISION AUTHORIZED SIGNATURE