



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
BHS12009

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 804-558-0067

VENDOR	*602130017      304-736-8310
	CONTINUUMCARE PHARMACY LLC 78 PERRY WINKLE LN
	HUNTINGTON WV 25702

SHIP TO	HEALTH AND HUMAN RESOURCES VARIOUS LOCALES AS INDICATED BY ORDER
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/27/2011				

BID OPENING DATE: 08/31/2011      BID OPENING TIME 01:30 PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	270-00			
<p>*****            MANDATORY PRE-BID MEETING ON 8/12/2011 AT 11:00 AM IN            CONF. ROOM # 354, DIAMOND BLDG. 350 CAPITOL STREET,            CHARLESTON, WV.            *****</p> <p>BLANKET CONTRACT FOR PHARMACY SERVICES &amp; SUPPLIES</p> <p>VENDOR IS TO PROVIDE BASIC PHARMACY SERVICES AND SUPPLIES FOR RESIDENTS OF THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (WVDHHR), STATE OWNED LONG TERM FACILITIES WHICH INCLUDES: JACKIE WITHROW HOSPITAL, LAKIN HOSPITAL, HOPEMONT HOSPITAL, WELCH COMMUNITY HOSPITAL (LTC UNITS ONLY), AND JOHN MANCHIN SR. HEALTH CARE CENTER AS PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY VENDOR PREBID CONFERENCE IS SCHEDULED FOR 8/12/2011 AT 11:00 AM AT 350 CAPITOL STREET, CHARLESTON, WV 25301. ANY VENDOR WHO FAILS TO ATTEND THE MANDATORY PREBID CONFERENCE, WILL NOT BE CONSIDERE FOR AWARD.</p> <p>EXHIBIT 3</p>						

RECEIVED  
 2011 SEP 14 AM 10:31  
 WV PURCHASING DIVISION

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 LABELLED 'VENDOR'



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<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.</p> <p>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..</p> <p>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.</p> <p>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.</p> <p>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 TRANS-</p>						

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<p>PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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.</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES:</p>						

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<p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 8/15/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>MANDATORY PRE-BID            A MANDATORY PRE-BID WILL BE HELD ON 8/12/2011 AT 11:00 AM IN CONF. RM#354 AT 350 CAPITOL ST., CHARLESTON, WV AL</p>						

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INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.

AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET; IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.

ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.

PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.

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REV 07/16/2007 VENDOR PREFERENCE CERTIFICATE  THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER:-----RW/FILE 22----- RFQ. NO.:-----BHS12009----- BID OPENING DATE:-----8/31/2011----- BID OPENING TIME:-----1:30 PM-----						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (304) 736-8312 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- John Stock -----  ***** THIS IS THE END OF RFQ BHS12009 ***** TOTAL: _____						

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**BLANKET CONTRACT**  
**Pharmacy Supplies and Services for State-Owned Long Term Care Facilities**

**GENERAL REQUIREMENTS**

Vendor is to provide basic Pharmacy services and supplies for residents of the West Virginia Department of Health and Human Resources (WVDHHR), State owned Long Term Care (LTC) facilities which includes: Jackie Withrow Hospital, Lakin Hospital, Hopemont Hospital, Welch Community Hospital (LTC unit only), and John Manchin Sr. Health Care Center, hereafter referred to as "facilities".

**Location of Facilities:**

Jackie Withrow Hospital  
 105 S Eisenhower Drive  
 Beckley WV 25801

*Licensed Beds (LTC): 199*  
*Average Census: 78*

Hopemont Hospital  
 150 Hopemont Drive  
 Terra Alta, WV 26764-9654

*Licensed Beds (LTC): 98*  
*Average Census: 95*

Lakin Hospital  
 11522 Ohio River Rd.  
 West Columbia, WV 25287

*Licensed Beds (LTC): 114*  
*Average Census: 90*

John Manchin Sr. Health Care Center  
 401 Guffey Street  
 Fairmont, WV 26554

*Licensed Beds (LTC): 41*  
*Average Census: 39*

Welch Community Hospital  
 (Long Term Care unit only)  
 454 McDowell Street  
 Welch, WV 24801

*Licensed Beds (LTC): 59*  
*Average Census: 46*

**REQUIRED EXPERIENCE/QUALIFICATIONS**

Vendor shall employ licensed pharmacists, licensed and available to practice within the State of West Virginia. Vendor must have a minimum of five (5) years of experience. The vendor must have no successful claims (excluding settlements) against their professional liability insurance within the last two (2) years.

**SCOPE OF WORK/ESSENTIAL DUTIES AND RESPONSIBILITIES OF VENDOR**

Vendor must:

- a. Provide all prescription pharmaceutical services as required per order, including picking up, filling, and delivering orders to the facilities' nursing units.
- b. Package medication in individual dose containers at the pharmacy.
- c. Have an on-call pharmacist available twenty-four (24) hours a day, seven (7) days per week for consultations.
- d. Provide delivery of medications 365 days per year.
- e. Provide 'stat' delivery services to all facilities from pharmacy, or, make arrangements with other pharmacy suppliers in the communities, local to the facilities to provide such service. "Stat delivery" is no more than one (1) hour.



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 BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES  
 OFFICE OF HEALTH FACILITIES ---- Pharmacy Supplies and Services for Long Term Care Facilities

- f. Provide new medication within 24 hours including weekends and holidays. Facilities are to be contacted if medication will take longer than one day due to special orders.
- g. Conduct monthly meetings with the Medications Services Committee at each facility to provide information about survey readiness and/or provide in-servicing, training, observations of med passes and report all findings.
- h. Destroy all outdated or discontinued medications as outlined in each facility policy manual.
- i. Bill all prescription orders to third parties, when/where applicable.
- j. Bill all other medications not applicable to item 'i' to individual facilities, separating each bill - first by resident's name, then by either prescription or non-prescription. Each medication listed must include whether the medication is allowable or non-allowable by third party insurance. If non-prescription, then medication should be listed as "Over the Counter" (OTC).
- k. Bill back to third party insurance if resident becomes certified by/through their insurance company.
- l. Issue credits to facilities for items returned that were paid for by the facilities.
- m. Provide monthly drug regimen review of all residents and report findings to each facility Director of Nursing (DON).
- n. Provide monthly inspections of drug carts and medication rooms and report findings to DON of each facility.
- o. Attend Quality Assurance meetings and other committee meetings as required by each facility.
- p. Conduct in-service training sessions at least annually and as needed at each facility. Provide resident pharmacy review with recommendations monthly.
- q. Provide psychotropic drug review and psychotropic monitoring devices monthly or upon prescription changes.
- r. Provide all medication ordered by physicians.
- s. Provide a monthly report on pharmacy activities to the DON of each facility.
- t. Provide each facility an updated pharmacy manual upon award of contract and at least annually thereafter during the term of the contract.
- u. Conduct medication administration observations on nursing staff at least two (2) times per year.
- v. Supply each facility with bar-coded "Stock Drugs". Stock Drugs are OTC medications and will be supplied at no charge to the facilities. (Please see attachment I for list of Stock Drugs). Generics are acceptable for Stock Drugs.
- w. Package medications for residents to take for leave of absence.
- x. Receive and verify orders from each LTC facility via a Virtual Private Network (VPN) into the VistA computer system maintained by the facility.
- y. Advise facilities of medications not covered by third party insurances and give recommendations of alternative allowable prescriptions (i.e. generics) whenever available.

#### VENDOR REQUIRED EQUIPMENT / ELECTRONIC REQUIREMENTS

All facilities will be implementing a new VistA (Veteran's Administration Software) computer system that includes Bar Code Medication Administration (BCMA). Physicians will be entering electronic orders into the VistA System.

- **Mandatory:** *Computer system* with internet capability and ability to access a Virtual Private Network (VPN) created by the WVDHHR system.
- **Mandatory:** *Bar Code Scanner* to scan bar codes into the VistA system.
- **Mandatory:** *Bar Code Printer* to print bar code labels that will be affixed to any dispensed medication that does not have a manufacture bar code (i.e., medication not dispensed in unit

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dose) and some medications may need to be placed in clear plastic bags (i.e., ointments, creams, lotions, inhalers, suppositories, injectables, etc.)

- **Mandatory:** Vendor will be required to verify each physician's electronic/written order within VistA through the VPN in addition to processing the order into the current pharmacy dispensing computer system.
- **Mandatory:** Pharmaceutical packaging equipment must be utilized to properly package all pharmaceuticals so they can be scanned into the facilities' BCMA computer package.
- **Mandatory:** Vendor will be required to dispense medications with a bar code, using the manufacture National Drug Code (NDC) bar code number on a unit dose medication.
- **Mandatory:** Vendor will be required to scan each of the dispensed drug's bar code into the VistA drug file the first time that NDC bar code is utilized. The pharmacies will only need to scan in bar codes subsequently if there is a manufacture change or a manufacture has changed its NDC number.

**AGENCY RESPONSIBILITIES**

- Provide VistA software training to vendor.
- Contact vendor via computer and/or telephone when emergency medication is needed.
- Contact vendor to set up required meetings/in-services.
- Supply nurse to assist with destroying all narcotics. This destruction is to be done on-site at each Facility.

**General Terms and Conditions:**

By signing and submitting their bid quotation, the successful Vendor agrees to be bound by all the terms contained herein:

**Conflict of Interest:**

Vendor affirms 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 Agency.

**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, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

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BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES  
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**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 or employee of any Federal entity, 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 or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

**Vendor Relationship:**

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this Request for Quotation and resulting contract. Neither the Vendor nor any employees or contractors of the Vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

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**Indemnification:**

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) 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; (2) 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, use 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; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

**Contract Provisions:**

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. The Request for Quotation and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the Request for Quotation and the Vendor's proposal in response to the Request for Quotation.

**Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

**Compliance with Laws and Regulations:**

The Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

**Subcontracts/Joint Ventures:**

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State 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 State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for payment of all subcontractors.

**Term of Contract & Renewals:**

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the Vendor may terminate the contract for



WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES BHS12009  
BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES  
OFFICE OF HEALTH FACILITIES ---- Pharmacy Supplies and Services for Long Term Care Facilities

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any reason upon giving the Agency sixty (60) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

**Non-Appropriation of Funds:**

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the Vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

**Contract Termination:**

The State may terminate any contract resulting from this Request for Quotation immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this Request for Quotation and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State 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 thirty (30) days prior notice.

**Changes:**

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

**Record Retention (Access & Confidentiality):**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor. The Vendor must comply with HIPAA requirements.

**Insurance Requirements:**

Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. 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): Minimum of \$500,000.00 per person, \$1,000,000.00 per Occurrence.
2. For property damage and professional liability: Minimum of \$1,000,000.00 per Occurrence.

**(WV DHHR/BHMF MUST BE LISTED AS THE CERTIFICATE HOLDER UPON CONTRACT AWARD).**

**License Requirements**

The successful vendor must present evidence of certification or licensure with WV Workers Compensation and Unemployment Funds, a copy of its WV business Certificate and any other license it may be required to hold by the nature of its operation.

**HIPAA Agreement**

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/hipaa.htm>) is hereby made part of this agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CRP. § 160.103) and will be disclosing Protected Health Information (45 CFR § 160.103) to the vendor.

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES      BHS12009  
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**Invoices and Payments**

The vendor shall submit monthly invoices, in arrears, to the Accounts Payable office at each facility for all services provided pursuant to the terms of the contract. Each invoice will contain sufficient documentation to determine the actual hours worked and cost per project. The Hospital reserves the right to reject any or all invoices for which proper documentation has not been provided. Vendor will be notified within ten (10) working days of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services.

**SCHEDULE OF EVENTS**

Vendor's Written Questions Submission Deadline.....	<u>8 / 15 / 2011</u>
Mandatory Pre-bid Conference.....	<u>8 / 12 / 2011</u>
Bid Opening Date.....	<u>8 / 31 / 2011</u>

**MANDATORY PRE-BID CONFERENCE**

A mandatory pre-bid conference shall be conducted on the date specified above at 350 Capitol Street, Room 350, Charleston, WV 25301.

## Attachment I

This list is all inclusive and additional items may be added as required to meet patients' needs.

## STOCK DRUG LIST

Acetaminophen 16oz/167mg/5ml elixir	Fiberlax
Acetaminophen 325mg tablets	Fish Oil 500mg gel cap
Acetaminophen 500mg tablets	Fish Oil 1000mg gel caps
Acetaminophen 650 mg Suppository	Fleets Enema
Anbesol ointment	Fleets Mineral Oil Enema
Ascorbic Acid 500mg tablets	Genfiber Powder Plain
Aspirin 325mg regular	Guiatuss syrup
Aspirin 325mg buffered	Guiatuss DM syrup (alcohol and sugar free)
Aspirin 325mg EC tablets	Geritol tablets
Aspirin 81mg chewable tablet	Geritol liquid
Aspirin 81mg EC tablet	Gevraban liquid
Aspercreme Pain relief cream 3oz tube	Golden Age liquid
Antacid Tablets	Imodium 2mg capsule
Anusol 1% cream	Imodium AD liquid
Baza Individual packs	Hemorrhoidal Cream
Ben. Gay	Hydrocortisone cream 0.5%
B Complex Vitamin Plus	Hydrocortisone cream 1%
Bisacodyl (enteric coated) 5mg tab	Hypotears ophthalmic
Bisacodyl 5mg tablet	Ibuprofen 200mg tablets
Bisacodyl 10mg suppository	Ibuprofen 100mg/5ml susp
Calcarb 600mg	I-Vite cap/tab.
Calcarb 600mg with Vitamin D	I:Caps cap/tab
Carmex ointment	Lacrilube ophthalmic
Certagen Senior	Lactase 3000u po
Centamin Liquid	Loratadine 10mg tab
Citrate of Magnesium	Maalox
Co Q 10 Dietary Supplement 100mg	Metamucil
Cranberry tablet	Milk of Magnesia
Daily Multivitamin tablet	Mineral Oil
Daily Multivitamin liquid	Miralex - Clearlax Powder
Daily Multivitamin with Iron	Mucinex
Diocto liquid 150mg/15ml	Muscle Rub
Diphenhydramine liquid	Mylanta regular
Diphenhydramine 25mg capsule	Mylicon 80mg tablets
Docusate Calcium 240mg	Mylicon gtts
Docusate Sodium 50mg	Magnesium oxide 400mg tablet
Docusate Sodium 100mg	Naproxen Sodium
Excedrin tablet	Nicoderm patches
Eldertonc	Nacinamide 500mg tablet
Ferrous Sulfate 325mg tablet	Niferex 150mg tablets
Ferrous Gluconate 300mg tablet	Nitroglycerin 0.4mg tablets
Ferrous Sulfate 220mg elixir	Ocuvite tablet



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

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Ocusoft Lid Scrub Kit  
Oscal 500mg tablets  
Oscal 500mg plus Vitamin D tablet  
Puralube ophthalmic  
Phazyme 180mg tablet  
Pink Bismuth tablet  
Pink Bismuth liquid  
Phillips tablets  
Refresh ophthalmic  
Robitussin DM DAS syrup  
Selenium 50mcg tablet  
Selsun Blue shampoo  
Senna Tablets  
Senna S Tablets with Stool Softner  
Slow Mag 64mg tablets  
Sodium Bicarbonate 650mg tablet  
Sodium Chloride Irrigation 250ml  
Sore Throat Lozenges  
Sterile Water Irrigation 250ml  
Systane ophthalmic  
Tears Naturale ophthalmic  
Theragran Liquid

Theragran M  
Thiamine 100mg tablets  
Tylenol Arthritis  
Triple Antibiotic Ointment  
Teargen Ophthalmic Drops  
T-Gel Shampoo  
Tegren Shampoo  
Vitamin A 10,000 IU  
Vitamin B-Complex tablet  
Vitamin B-1 100mg tablet  
Vitamin B-12 100mcg tablet  
Vitamin B-12 500mcg tablet  
Vitamin B-12 1000mcg tablet  
Vitamin B-6 50mg caplets/tablet  
Vitamin C syrup  
Vitamin D tablets  
Vitamin E 400 IU caplets/tablet  
Vitamin A and D ointment  
Zinc 220mg tablet  
Zinc Oxide ointment  
Zyretec

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
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BHS12009

**BID SCHEDULE**

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 vendor's quotation must include bids for the following information as follows:

Bids will be reviewed and award made based on lowest costs to the facilities. Bidders must include the rate for the following services:

**BID SHEET**

Service Cost	COST	ESTIMATED VOLUME for the five hospitals	ESTIMATED ANNUAL TOTAL COST
<i>Medicare/ Medicaid Allowable Charges: (Assume annual volume of 40,000 prescriptions)</i>		X 40,000 Prescriptions	\$ 0
<i>Prescription Drugs not allowed by Third Party Insurance: (Assume annual volume of 10,000 prescriptions)</i>		X 10,000 prescriptions	\$ 0
<i>Non-prescription Drugs (not listed on Stock Drug List): (Assume annual volume of 20,000 prescriptions)</i>		X 20,000 prescriptions	\$ 0
<i>Monthly Service Fee per Facility is \$ 304 x 5 = \$ 1520 =</i>		X 12 months	\$ 18,360
<b>Estimated Annual Total Cost</b>			\$ 18,360

Estimated volume may be more or less than the estimates used in this request for quotations and do not constitute an obligation to purchase.

RFQ No. BHS 12009STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING 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 owed 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 one or more counties or municipalities, as permitted by law; or 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 exceeds five percent of the total contract amount.

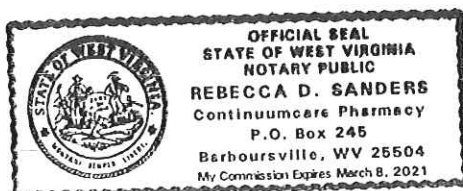
**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into 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 vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: Continuumcare Pharmacy LLCAuthorized Signature: David L. Can Date: 8/23/11State of WVCounty of Cabell, to-wit:Taken, subscribed, and sworn to before me this 23<sup>rd</sup> day of August, 2011.My Commission expires March 8, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

Rebecca Sanders

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Continuum Care Pharmacy Signed: David L. Cain  
 Date: 8/23/11 Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.





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

VENDOR	*602130017      304-736-8310
	CONTINUUMCARE PHARMACY LLC
	78 PERRY WINKLE LN
	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
08/22/2011				

BID OPENING DATE: 09/15/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. TO MOVE THE BID OPENING DATE FROM 8/31/2011 TO 9/15/2011. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.  EXHIBIT 10  REQUISITION NO.: BHS12009  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 <input checked="" type="checkbox"/> ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  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						

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

# Request for Quotation

RFQ NUMBER
BHS12009

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2

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ROBERTA WAGNER 304-558-0067

VENDOR

\*602130017      304-736-8310  
 CONTINUUMCARE PHARMACY LLC  
 78 PERRY WINKLE LN  
 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
08/22/2011				

BID OPENING DATE: 09/15/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p style="text-align: center;"> <i>David L. Carr</i>            .....            SIGNATURE  <i>ContinuumCare</i>            .....            COMPANY            9/12/11            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

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'

SIGN IN SHEET

Request for Proposal No. BHS12009

PLEASE PRINT

Date: 8-12-11

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: STATE WV John Manchin Sr Rep: HEALTH CARE Betty King Email Address: Betty.C.King@wv.gov	401 Guffey St Fairmont WV 25844	PHONE 304-363-2500 TOLL FREE FAX
Company: Omnicare Rep: Paula Belcher Email Address: paula.belcher@omnicare.com	4200 First Avenue, Ste. 200 Nitro, WV 25143	PHONE 304-755-8460 TOLL FREE 800-847-2449 FAX 800-982-3670
Company: Omnicare Rep: Amy Roberts Email Address: Amy.Roberts@omnicare.com	1100 River Center II Covington Ky 41011	PHONE 513-205-9808 TOLL FREE 800-990-6664 FAX 800 982-3670
Company: Jackie Withrow Hospital Rep: Health Care / Carla Lewis Email Address: Carla.A.Lewis@wv.gov	105 South Eisenhower Dr. Beckley, WV 25801	PHONE 304-256-6600 TOLL FREE ext. 2051 FAX 304-250-6580
Company: Jackie Withrow Hospital Rep: Jason Croy Email Address: jason.t.croy@wv.gov	105 S. Eisenhower Dr. Beckley, WV 25801	PHONE 304 256-6600 TOLL FREE Ext. 2015 FAX 304 250-6504

SIGN IN SHEET

Request for Proposal No. BHS12009

PLEASE PRINT

Date: 8-12-11

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Continuum Care Pharmacy Rep: John Stock Email Address: John.Stock@continuumcareph.com	78 Perry Winkle Lane Huntington, WV 25702	PHONE (304) 726-8310 TOLL FREE FAX (304) 726-8312
Company: BHHE Rep: Kim Jobe Email Address:		PHONE TOLL FREE FAX
Company: BHHE Rep: Craig Richards Email Address:		PHONE TOLL FREE FAX
Company: BHHE Rep: DAVE ELYARD Email Address:		PHONE TOLL FREE FAX
Company: BHHE Rep: Carrie Cantrell Email Address:		PHONE TOLL FREE FAX

BHS12009

SIGN IN SHEET

Page 3 of 3

Request for Proposal No.

PLEASE PRINT

Date: 3/18/11

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>DHR/Welch Community Hospital</u> Rep: <u>Johnny Bant</u> Email Address: _____	_____ _____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE TOLL FREE FAX
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE TOLL FREE FAX



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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# Request for Quotation

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SHIP TO

HEALTH AND HUMAN RESOURCES  
 VARIOUS LOCALES AS  
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2011				

BID OPENING DATE: 09/15/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10						
REQUISITION NO.: BHS12009						
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 .....						
NO. 2 .. <b>X</b> .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

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

# Request for Quotation

RFQ NUMBER
BHS12009

PAGE
2

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

\*602130017      304-736-8310

VENDOR

CONTINUUMCARE PHARMACY LLC  
 78 PERRY WINKLE LN  
 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
09/06/2011				

BID OPENING DATE: 09/15/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p style="text-align: center;"> <i>David L Carr</i>            .....            SIGNATURE    <i>ContinuumCare</i>            .....            COMPANY    <i>9/12/11</i>            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 2</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
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# Request for Quotation

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SHIP TO

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 VARIOUS LOCALES AS  
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2011				

BID OPENING DATE: 09/15/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
C001	1	YR		270-00		
BLANKET CONTRACT FOR PHARMACY SERVICES & SUPPLIES						
***** THIS IS THE END OF RFQ BHS12009 ***** TOTAL:						

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'

## ADDENDUM #2

BHS12009

1. Remove from the mandatory requirements the following section:

*Section V: Supply each facility with bar-coded "Stock Drugs". Stock Drugs are OTC medications and will be supplied at no charge to the facilities. (Please see attachment I for list of Stock Drugs). Generics are acceptable for stock drugs.*

2. Remove, Attachment I, from the mandatory requirements completely.

3. Question: Will the contract go to the lowest bidder regardless of services offered?

Answer: The contract will go to the lowest vendor that meets all specifications.

4. Question: Is the State's expectation that the vendor will furnish stock drugs at a net loss to the vendor (not taking into account any third party billings)?

Answer: NO

5. Is the State's expectation that the vendor's rates for the other products will cover the costs of furnishing stock drugs at no additional cost?

Answer: NO

6. Is the State's expectation that the vendor's anticipated costs for "stock drugs" will be included in the vendor's "monthly service fee" portion of the bid?

Answer: NO

7. What legal authority is the State relying on to support requiring the vendor to provide certain products/services (*i.e.*, stock drugs) at rates that are insufficient to cover the vendor's costs?

Answer: No longer a requirement, see item 1 and 2 of this addendum.

8. What legal authority is the State relying on to support requiring the vendor to provide free stock drugs to the State?

Answer: No longer a requirement, see item 1 and 2 of this addendum.

9. If vendors are expected to furnish stock drugs—or any other products/services required under the contract—at a net loss (not taking into account any third party billings), does the State intend to seek an Advisory Opinion from the Department of Health and Human Services OIG to ensure that neither the State nor the vendor will be sanctioned for violating the federal anti-kickback statute in connection with the contract?

Answer: No longer a requirement, see item 1 and 2 of this addendum.

10. Absent the state seeking an OIG Advisory Opinion for this arrangement, what assurances can the State provide regarding potential legal risks to the vendor associated with this contract?

Answer: No longer a requirement, see item 1 and 2 of this addendum.

11. Would the State be willing to provide an indemnification to the vendor against legal risks under the federal anti-kickback statute, given that the State is dictating the terms of the contract?

Answer: No. The State does not indemnify vendors.

12. Does the department believe that the current consulting pharmacist rate of \$300/month constitutes a below fair market value rate for consulting pharmacist services?

Answer: The vendors are to respond to the RFQ in accordance with the specifications and all addenda. The department cannot address this subjective question as what the vendor believes and what other vendors believe may be totally different and by addressing what the department believes may give one vendor an unfair advantage over the other.”

13. Does the department expect that bidders for the current contract will similarly bid below fair market value rates consulting pharmacist services?

Answer: No comment. The department can't determine what the bidders will bid until the bids are received.”

14. Has the department consulted with state or federal OIG regarding whether its current contract could lead to an enforcement under the anti-kickback statute?

Answer: No longer a requirement, see item 1 and 2 of this addendum.”

15. Does the department believe it can solicit below fair market value services because it is a state entity?

Answer: NO

16. The RFP seems to suggest that the Pharmacy will be receiving orders electronically from Vista. Is this correct?

Answer: YES

17. If so, how will the Pharmacy obtain the signed paper copy, required by law, for our files?

Answer: Any order requiring a signature (controlled substances) are faxed. A faxed signature constitutes a legal signature.

18. Will the Pharmacy also receive a faxed copy of the Physician's Order?

Answer: YES

19. Does Vista transmit an electronic Physician Order to the Pharmacy?

Answer: YES

20. Will the Pharmacy be expected to provide the facility with bar code scanners?

Answer: NO

21. Will the Pharmacy be expected to provide the facility with bar code label printers?

Answer: NO





ContinuumCare Pharmacy  
78 Perry Winkle Lane, Huntington, WV 25702  
Phone (304) 736-8310 Fax (304) 736-8312

ContinuumCare Pharmacy opened in 1999. It has continued to grow on a yearly basis. ContinuumCare Pharmacy currently services between 5000 and 6000 beds in West Virginia, Kentucky, and Ohio. ContinuumCare Pharmacy services a variety of facilities including AL, MR, PC, ICF, and SNF.

ContinuumCare Pharmacy employees 16 pharmacists and over 60 support staff. The pharmacist staff includes 11 full and part time R.Ph. and 5 Consultant R.Ph. The management and R.Ph. staff has over 75 years of combined experience in the long term pharmacy business. It has a complete billing and medical records department to give personal service to the needs of the facilities. ContinuumCare also employees about 50 technicians to fill orders on a daily basis.



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ContinuumCare Pharmacy will provide basic pharmacy services and supplies for residents of the West Virginia Department of Health and Human Resources (WVDHHR), State owned Long Term Care (LTC) facilities which includes: Jackie Withrow Hospital, Lakin Hospital, Hopemont Hospital, Welch Community Hospital (LTC unit only), and John Manchin Sr. Health Care Center, hereafter referred to as "facilities".

Location of Facilities:

Jackie Withrow Hospital  
105 S Eisenhower Drive  
Beckley, WV 25801  
Licensed Beds (LTC): 199  
Average Census: 78

Lakin Hospital  
11522 Ohio River Rd.  
West Columbia, WV 25287  
Licensed Beds (LTC): 114  
Average Census: 90

Welch Community Hospital  
(Long Term Care unit only)  
454 McDowell Street  
Welch, WV 24801  
Licensed Beds (LTC): 59  
Average Census: 46

Hopemont Hospital  
150 Hopemont Drive  
Terra Alta, WV 26764-9654  
Licensed Beds (LTC): 98  
Average Census: 95

John Manchin Sr. Health Care Center  
401 Guffey Street  
Fairmont, WV 26554  
Licensed Beds (LTC): 41  
Average Census: 39



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ContinuumCare Pharmacy shall employ licensed pharmacists, licensed and available to practice within the State of West Virginia. ContinuumCare Pharmacy has a minimum of five (5) years of experience. ContinuumCare Pharmacy has no successful claims (excluding settlements) against their professional liability insurance within the last two (2) years.

ContinuumCare Pharmacy will provide the following:

- a. Provide all prescription pharmaceutical services as required per order, including picking up, filling, and delivering orders to the facilities' nursing units.
- b. Package medication in individual dose containers at the pharmacy.
- c. Have an on-call pharmacist available twenty-four (24) hours a day, seven (7) days per week for consultations.
- d. Provide delivery of medications 365 days per year.
- e. Provide 'stat' delivery services to all facilities from pharmacy, or, make arrangements with other pharmacy suppliers in the communities, local to the facilities to provide such service. "Stat delivery" is no more than (1) hour.
- f. Provide new medication within 24 hours including weekends and holidays. Facilities are to be contacted if medication will take longer than one day due to special orders.
- g. Conduct monthly meetings with the Medications Services Committee at each facility to provide information about survey readiness and /or provide in-servicing, training, observations of med passes and report all findings.
- h. Destroy all outdated or discontinued medications as outlined in each facility policy manual.
- i. Bill all prescription orders to third parties, when/where applicable.
- j. Bill all other medications not applicable to item 'i' to individual facilities, separating each bill-first by resident's name, then by either prescription or non-prescription. Each medication listed must include whether the medication is allowable or non-allowable by third party insurance. If non-prescription, then medication should be listed as "Over the Counter" (OTC).
- k. Bill back to third party insurance if resident becomes certified by/through their insurance company.
- l. Issue credits to facilities for items returned that were paid for by the facilities.
- m. Provide monthly drug regimen review of all residents and report findings to each facility Director of Nursing (DON).



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- n. Provide monthly inspections of drug carts and medication rooms and report findings to DON of each facility.
- o. Attend Quality Assurance meetings and other committee meetings as required by each facility.
- p. Conduct in-service training sessions at least annually and as needed at each facility. Provide resident pharmacy review with recommendations monthly.
- q. Provide psychotropic drug review and psychotropic monitoring devices monthly or upon prescription changes.
- r. Provide all medication ordered by physicians.
- s. Provide a monthly report on pharmacy activities to the DON of each facility.
- t. Provide each facility an updated pharmacy manual upon award of contract and at least annually thereafter during the term of the contract.
- u. Conduct medication administration observations on nursing staff at least two (2) times per year.
- v. Supply each facility with bar-coded "Stock Drugs". Stock Drugs are OTC medications and will be supplied at no charge to the facilities. (Please see attachment I for list of Stock Drugs). Generics are acceptable for Stock Drugs.
- w. Package medications for residents to take for leave of absence.
- x. Receive and verify orders from each facility LTC facility via a Virtual Private Network (VPN) into the VistA computer system maintained by the facility.
- y. Advise facilities of medications not covered by third party insurances and give recommendations of alternative allowable prescriptions (i.e. generics) whenever available.

ContinuumCare Pharmacy will provide the following:

- Computer system with internet capability and ability to access a Virtual Private Network (VPN) created by the WVDHHR system.
- Bar Code Scanner to scan bar codes into the VistA system.
- Bar Code Printer to print bar code labels that will be affixed to any dispensed medication that does not have a manufacture bar code (i.e., medication not dispensed in unit dose) and some medications may need to be placed in clear plastic bags (i.e., ointments, creams, lotions, inhalers, suppositories, injectables, etc.)



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- ContinuumCare Pharmacy will verify each physician's electronic/written order within VistA through the VPN in addition to processing the order into the current pharmacy dispensing computer system.
- Pharmaceutical packaging equipment to properly package all pharmaceuticals so they can be scanned into the facilities' BCMA computer package.
- ContinuumCare Pharmacy will dispense medications with a bar code, using the manufacture National Drug Code (NDC) bar code number on a unit dose medication.
- ContinuumCare Pharmacy will scan each of the dispensed drug's bar code into the VistA drug file the first time that NDC bar code is utilized. The pharmacies will only need to scan in the bar codes subsequently if there is a manufacture change or a manufacture has changed its NDC number.





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ContinuumCare Pharmacy agrees to provide the following OTC's at no charge:

Acetaminophen 16/oz/167mg/5ml elixir	Fiberlax
Acetaminophen 325mg tablets	Fish Oil 500mg gel cap
Acetaminophen 500mg tablets	Fish Oil 1000mg gel cap
Acetaminophen 650 mg Suppository	Fleets Enema
Anbesol ointment	Fleets Mineral Oil Enema
Ascorbic Acid 500mg tablets	Genfiber Powder Plain
Aspirin 325mg regular	Guiatuss syrup
	Guiatuss DM syrup (alcohol and sugar free)
Aspirin 325mg buffered	Geritol tablets
Aspirin 325mg EC tablets	Geritol liquid
Aspirin 81mg chewable tablet	Gevrabon liquid
Aspirin 81mg EC tablet	Golden Age liquid
Aspercreme Pain relief cream 3oz tube	Imodium 2mg capsule
Antacid Tablets	Imodium AD liquid
Anusol 1% cream	Hemorrhoidal Cream
Baza Individual Packs	Hydrocortisone cream 0.5%
Ben Gay	Hydrocortisone cream 1%
B Complex Vitamin Plus	Hypotears ophthalmic
Bisacodyl ( enteric coated) 5mg tab	Ibuprofen 200mg tablets
Bisacodyl 5mg tablet	Ibuprofen 100mg/5ml susp
Bisacodyl 10mg suppository	I-Vite cap/tab
Calcarb 600mg	I:Caps cap/tab
Calcarb 600mg with Vitamin D	Lacrilube ophthalmic
Carmex Ointment	Lactase 3000u po
Certagen Senior	Loratadine 10mg tab
Centamin Liquid	Maalox
Citrate of Magnesium	Metamucil
Co Q 10 Dietary Supplement 100mg	Milk of Magnesia
Cranberry tablet	Mineral Oil
Daily Multivitamin tablet	

Daily Multivitamin liquid  
Daily Multivitamin with Iron  
Diocto liquid 150mg/15ml  
Diphenhydramine liquid  
Diphenhydramine 25mg capsule  
Docusate Calcium 240mg  
Docusate Sodium 50mg  
Docusate Sodium 100mg  
Excedrin tablet  
Elderton  
Ferrous Sulfate 325mg tablet  
Ferrous Gluconate 300mg tablet  
Ferrous Sulfate 220mg elixir

Ocusoft Lid Scrub Kit  
Oscal 500mg tablets  
Oscal 500mg plus Vitamin D tablet  
Puralube ophthalmic  
Phazyme 180mg tablet  
Pink Bismuth tablet  
Pink Bismuth liquid  
Phillips tablets  
Refresh ophthalmic  
Robitussin DM DAS syrup  
Selenium 50mg tablet  
Selsun Blue shampoo  
Senna Tablets  
Senna S Tablets with Stool Softner  
Slow Mag 64mg tablets  
Sodium Bicarbonate 650mg tablet  
Sodium Chloride Irrigation 250ml  
Sore throat Lozenges  
Sterile Water Irrigation 250ml  
Systane ophthalmic  
Tears Naturale ophthalmic  
Theragran Liquid

Miralex-Clearlax Powder  
Mucinex  
Muscle Rub  
Mylanta regular  
Mylicon 80mg tablets  
Mylicon gtts  
Magnesium oxide 400mg tablet  
Naproxen Sodium  
Nicoderm patches  
Nacinamide 500mg tablet  
Niferex 150mg tablets  
Nitroglycerin 0.4mg tablets  
Ocuvite tablet

Theragran M  
Thiamine 100mg tablets  
Tylenol Arthritis  
Triple Antibiotic Ointment  
Teargen Ophthalmic Drops  
T-Gel Shampoo  
Tegren Shampoo  
Vitamin A 10,000 IU  
Vitamin B-Complex Tablet  
Vitamin B-1 100mg tablet  
Vitamin B-12 100mcg tablet  
Vitamin B-12 500mcg tablet  
Vitamin B-12 1000mcg tablet  
Vitamin B-6 50mg caplets/tablet  
Vitamin C Syrup  
Vitamin D tablets  
Vitamin E 400 IU caplets/tablet  
Vitamin A and D Ointment  
Zinc 220mg tablet  
Zinc Oxide ointment  
Zyrtec



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ContinuumCare Pharmacy affirms 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. ContinuumCare Pharmacy further covenants that in the performance of the contract, ContinuumCare Pharmacy shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

ContinuumCare Pharmacy warrants that it has not employed any company or person other than a bona fide employee working solely for ContinuumCare Pharmacy 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, gifts or any other consideration contingent upon or resulting from the award of the contract.

ContinuumCare Pharmacy 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 or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awardings 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 or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, ContinuumCare Pharmacy shall complete and submit a disclosure form to report the lobbying.

ContinuumCare Pharmacy agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.



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The relationship of ContinuumCare Pharmacy to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. ContinuumCare Pharmacy as an independent contractor is solely liable for the acts and omissions of its employees and agents.

ContinuumCare Pharmacy shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this Request for Quotation and resulting contract. Neither ContinuumCare Pharmacy nor any employees or contractors of ContinuumCare Pharmacy shall be deemed to be employees of the State for any purposes whatsoever.

ContinuumCare Pharmacy shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filling of all necessary documents, forms and returns pertinent to all of the foregoing.

ContinuumCare Pharmacy shall hold harmless the State, and shall provide the State and Agency with the defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

ContinuumCare Pharmacy shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

ContinuumCare Pharmacy agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) 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; (2) Any claims or losses resulting to any person or entity injured or damaged by ContinuumCare Pharmacy, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use 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; (3) Any failure of ContinuumCare Pharmacy, its officers, employees or



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subcontractors to observe State Federal laws, including but not limited to labor and wage laws.

ContinuumCare shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

ContinuumCare Pharmacy shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

ContinuumCare Pharmacy is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider ContinuumCare Pharmacy to be the sole point of contact with regard to all contractual matters. ContinuumCare Pharmacy may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, ContinuumCare Pharmacy is totally responsible for payment of all subcontractors.

ContinuumCare Pharmacy shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by ContinuumCare Pharmacy. ContinuumCare Pharmacy shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at ContinuumCare Pharmacy's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

ContinuumCare Pharmacy shall have access to private and confidential data maintained by Agency to the extent required for ContinuumCare Pharmacy to carry out the duties and responsibilities defined in this contract. ContinuumCare Pharmacy agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by ContinuumCare Pharmacy, subcontractors, or





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individuals permitted access by ContinuumCare Pharmacy. ContinuumCare Pharmacy must comply with HIPAA requirements.

ContinuumCare Pharmacy, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. ContinuumCare Pharmacy shall maintain 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 ContinuumCare Pharmacy, its agents and employees in the following amounts:

1. For bodily injury (including death): Minimum of \$500,000.00 per person, \$1,000,000.00 per Occurrence.
2. For property damage and professional liability: Minimum of \$1,000,000.00 per Occurrence.

**WV DHHR/BHMF WILL BE LISTED AS THE CERTIFICATE HOLDER UPON CONTRACT AWARD.**

ContinuumCare Pharmacy will present evidence of certification of licensure with WV Workers Compensation and Unemployment Funds, a copy of its WV business certificate and any other license it may be required to hold by the nature of its operation.

ContinuumCare Pharmacy shall submit monthly invoices, in arrears, to the Accounts Payable office at each facility for all services provided pursuant to the terms of the contract. Each invoice will contain sufficient documentation to determine the actual hours worked and cost per project. The Hospital reserves the right to reject any or all invoices for which proper documentation has not been provided. ContinuumCare Pharmacy will be notified within ten (10) working days of any invoice deficiencies. State law forbids payment of invoices prior to receipt of services.