



Omnicare Pharmacy

4200 First Avenue, Suite 200

Nitro, WV 25143

ORIGINAL

Sealed Bid

Request for Quotation # BHS12120

Buyer: Roberta Wagner/File 22

Due: April 17, 2012 at 1:30 PM

Contact:

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WV PURCHASING
DIVISION

Pharmacy Consulting

Omnicare places a high priority on pharmacy consulting. It is through clinically appropriate drug therapy that the lowest cost drug regimen is achieved. Appropriate drug therapy also effectively reduces adverse consequences resulting in more costly acute care stays. Omnicare consultant pharmacists and/or its subcontractors are held to a higher level of service expectation than the industry at large and specialize in geriatric pharmacy. The combined reputation of our consultants with the medical evidence as reported in the Omnicare Geriatric Pharmaceutical Care Guidelines results in a higher level of prescriber acceptance of observations and recommendations made by our geriatric pharmaceutical experts.

The level of Pharmacy Consulting performed by an Omnicare Consultant Pharmacist is by far superior in both quality and quantity of services provided on a daily basis. By reviewing the following scope of services provided by Omnicare in the area of consulting, a greater picture of a cutting edge professional, comprehensive evaluation of each resident/patient's chart and drug regimen will be demonstrated.

Omnicare Inc. is the industry leader in clinical pharmacotherapy services. Omnicare's Consultant Pharmacists are committed to optimizing pharmaceutical therapies for each individual to improve clinical outcomes and reduce costs. Inappropriate medications are associated with adverse clinical outcomes and costs to the U.S. healthcare system in excess of \$177 billion annually. Omnicare's Consultant Pharmacists impact inappropriate prescribing by a process called Pharmaceutical Care. Pharmaceutical Care involves taking responsibility for, and holding ourselves accountable for the drug therapy outcomes of every individual. This is achieved by preventing, identifying and resolving medication related problems.

Omnicare currently provides Pharmacy Consulting Services to over 1.3 million patients nationally. A dedicated Pharmacy Consultant will be assigned to DHHR to satisfy all aspects of state and federal rules and regulations and to fulfill all requirements both on and off site. Omnicare Pharmacy Consultants through use of proprietary software are capable of accepting an electronic medical record of residents in order to facilitate Patient Specific Therapeutic Interchange (PSTI), Disease Management recommendations in 13 categories, and individual resident, case management and risk stratification

Omnicare's clinical programs and consulting services are nationally recognized. Our pharmacists are members of the American Society of Consultant Pharmacy, a national professional association dedicated to the pharmaceutical care of the ill. In addition to consultant pharmacists, Omnicare currently has dedicated clinical pharmacists who are available around the clock to assist the DHHR. An Omnicare pharmacist will be responsible for keeping DHHR compliant with State of West Virginia laws, rules and regulations and applicable federal laws, rules and regulations. Our accreditation with the National Board of Pharmacy assures that we have standards in place that are nationally recognized. Omnicare proposes to provide the following:

- A Consultant Pharmacist will be assigned to the DHHR and will attend and discuss the inspections at the Pharmacy and Therapeutics Committee quarterly.

- For the life of the contract with DHHR, Omnicare will provide a Consultant pharmacist who will attend the Pharmacy and Therapeutics Committee meeting and all other required committees or meetings.
- Omnicare will have clinical pharmacists available to DHHR staff 24 hours per day, 7 days per week, 365 days per year, including holidays not just during the staffing time of the five on-site pharmacists.
- Omnicare will provide a local and toll-free number for the provision of Consultant Pharmacist. This number will provide access to a consultant pharmacist in addition to normal business hours on an on-call basis.
- Omnicare will provide the following inspections, but are not limited to these:
 - Review policies and procedures relating to the safe handling and storage of medications.
 - Review and confirm that all medications, bulk, over-the-counter medications, needles and syringes are kept in a locked area, except when being dispensed.
 - Review Medication Administration Records for completeness
 - Check refrigerators for proper temperature and compliance with drug storage requirements.

Therapeutic Interchange

Our ultimate goal is to make drug therapy appropriate. Our Consultant Pharmacists achieve this goal by addressing the following medication related problems.

- Medication use without indication
- Untreated medical problem
- Adverse drug event
- Improper medication selection
- Sub-therapeutic dose/duration
- Excessive dose/duration
- Failure to receive medication
- Drug Interaction

Omnicare, Inc.'s Therapeutic Interchange processes integrate internal Clinical Pharmacists and external Consultant Pharmacists to assure maximum efficiency of the interchange process, and optimal clinical oversight by Consultant Pharmacists. Omnicare has taken therapeutic interchange to a higher level with advanced clinical/interchange programs which integrate both clinical management and formulary cost savings.

Omnicare's approach will focus on identifying, resolving and preventing drug-related problems, as well as reducing medication-related costs wherever possible. This will entail a review of all pertinent individual-specific clinical information, including, but not limited to: drug regimen, diagnoses, monitoring parameters (e.g., vital signs, laboratory results, etc.), and clinical progress/nurses notes. Additional clinical issues will be addressed, including but not limited to: medications having a supporting diagnosis, monitoring appropriateness for prescribed medications (e.g., behavior monitoring, AIMS testing, vital signs, laboratory tests, etc.). All medications acquired will be stored and administered properly.

Our Consultant Pharmacist will work with the Pharmacy and Therapeutics Committee and provide written reports to that committee. These reports will assess the facility's compliance with all federal, state, and local laws and regulations and the facility's policies and procedures relating to pharmaceutical services.

Omnicare maintains records of all drugs dispensed. A report of all drugs dispensed to residents or units will be provided upon request.

Omnicare Consultant Pharmacists will conduct, document and report the following on a mutually agreed upon schedule.

- Medication pass administration observation of randomly-selected facility nurses (or med techs where allowed)
- Quality-assurance activities such as documentation reviews of routine medication administration, routine treatment administration, PRN medication administration, unit-dose fill sheets, behavioral monitoring flow records, fingerstick blood glucose monitoring, blood pressure monitoring, AIMS testing etc.)

Omnicare maintains records of all stock supply for the last ten years as required by law.

Upon intake, each resident is set up in our proprietary software and an active drug profile is established. This profile is maintained at the pharmacy and is available to the Consultant Pharmacists.

All resident records are securely retained per law and regulation, maintained according to uniform format, and audited for completeness on an ongoing basis.

Dispensing records, (e.g. actual prescriber's order, original and refill records, signed manifests) are retained 10 years from the date of dispensing.

Resident records (e.g. infusion clinical records) are retained for ten (10) years after discharge.

The Consultant Pharmacist will discuss prioritized medication related issues that require corrective actions. They will also help develop and monitor corrective action plans with timeliness and responsibilities assigned to members of the multi-vendor staff.

Omnicare understands the importance of maintaining low cost/high efficiency medications for the needs of DHHR residents. Omnicare will work with DHHR and the Medical Director to establish a preferred drug formulary list and will work with the Medical Director and the DHHR staff on a mutually agreed upon schedule to establish methods to assist in cost containment without compromising quality of service. Omnicare will make available monthly reports that will be sent to the Medical Director indicating usage and identified trends.

All resident medications will be labeled according to applicable state and federal laws and regulations including the following:

- Name of resident
- Name of medication, both generic and trade names
- Dosage
- Directions for use
- Physicians name
- Prescription number
- Bar code
- Any special handling requirements
- Lot number and expiration dates

Omnicare Consultant and Clinical Pharmacists are available to perform in-service educational experiences on a variety of topics. Omnicare pharmacies are also able to network with our pharmaceutical industry and other partners to bring quality educational experiences to DHHR. Through a combination of the above venues, Omnicare pharmacies will provide DHHR with quality educational programming on pharmacy related issues.

Omnicare Consultant and Clinical Pharmacists are available to DHHR staff and all members of the multi-vendor team 24 hours per day 7 days per week 365 days per year to respond to any drug related questions regarding specific drugs and availability.

Omnicare pharmaceutical preparation, dispensing, and packaging is supervised by a registered pharmacist and will be performed in accordance with currently accepted professional standards and all applicable federal, state, and local laws, rules and regulations. Omnicare staff is trained and receives continuing education on all federal and state regulations as they relate to medication dispensing.

Omnicare has developed policies and procedures that ensure that we are in compliance with all state, federal and will include DHHR's policies and procedures. Omnicare is accredited by the National Association of Boards of Pharmacy[®]. To obtain this accreditation, our pharmacies must meet strict uniform standards for the purpose of protecting the public health. This accreditation and the standards that have been implemented, prepares us to provide pharmacy services in accordance with the Joint Commission, CMS, and State of West Virginia statutes governing pharmacy practice.

Omnicare will ensure that all pharmacists working on this project are trained to monitor side effects of psychotropic medications.

Computerized System

1. Omnicare in addition to dispensing the medication orders as they are written and suggesting adjustments and follow-up, our pharmacists will, to the extent they are able, with the information available, consider the following:
 - Drug/drug, drug/food and drug/disease interactions
 - Non-optimal dosage
 - "Black Box" warnings and contraindications

- Allergies
 - Required clinical monitoring (i.e. Clozaril/Clozapine)
 - Potentially duplicative therapy
 - Medication therapy without diagnosis
 - Incomplete or inaccurate medication orders
 - Therapeutic interchange
 - Other quality assurance measures as agreed upon
2. Omnicare uses proprietary software programs to develop and maintain drug profiles on each resident. These software systems allow us to maintain all resident information both current and discontinued and have immediate access to this information.
3. Omnicare will be available prior to the start up, will be on site for the start up and will provide ongoing training as necessary for the DHHR staff and the medical provider to be comfortable with the implementation of the project.

Required Experience/Qualifications

Home Care Pharmacy, LLC d/b/a Omnicare of Nitro, West Virginia a/k/a Omnicare of Nitro in conjunction with Compass Health Services, LLC d/b/a Omnicare of Morgantown (hereafter collectively referred to as "Omnicare"), locally managed in sites throughout the State of West Virginia, has been in business in West Virginia for almost twenty years. We operate our pharmacy, licensed by the State of West Virginia, to provide pharmacy services according to all state and federal laws, regulations and rules. Our pharmacy proposes, by the submission of this RFQ, to form a partnership with the Department of Health and Human Resources ("DHHR") to provide the individuals in DHHR facilities the most cost effective pharmacy services. We will work with the staff of DHHR facilities to find cost savings without compromising quality.

Omnicare has no successful claims (excluding settlements) against our professional liability insurance within the last two (2) years.

Omnicare is a subsidiary of Omnicare, Inc., which services nearly 1,400,000 beds in 47 states, the District of Columbia and Canada from over 220 institutional pharmacy locations. Approximately 647,000 beds serviced nationally are long term care Skilled Nursing Facility, 336,000 beds are Assisted Living, 93,000 Hospice/Home Care beds, 37,000 beds Mentally Retarded and Developmentally Disabled, 25,000 beds Correctional and Institutional beds, and another 237,000 in other facilities.

Omnicare, Inc., a Fortune 500 Company, is publicly held and traded on the New York Stock Exchange under the three letter symbol of (OCR). Omnicare, Inc. is now the nation's leading independent pharmacy providing services to institutional settings. Founded in 1981, initially specializing in Hospital Pharmacy management, Omnicare faced a challenging period in the industry with changing government mandates. After repositioning the business in December 1988, Omnicare entered the institutional pharmacy market. Omnicare experienced rapid growth throughout the 1990's as it redeployed its capital to acquire more than 100 companies dedicated to long-term care institutional pharmacy and began to gain the resources necessary to meet the specialized needs of this population in a cost effective manner.

Omnicare has successfully expanded into complimentary markets such as contract research, specialty distribution (Hospice) pharmacy benefit management programs (PBM's) and is the largest clinical and financial software provider for the institutional pharmacy industry. Omnicare has further leveraged its pharmaceutical expertise and market leadership position to create unique databases and proprietary clinical information services, all focused on providing the most appropriate and cost-effective drug therapies. This is demonstrated by the fact that Omnicare manages pharmaceutical care on behalf of major corporations such as Verizon and Georgia Pacific, providing drug benefits for retirees, employees and their dependents that live independently, and participates in government-sponsored disease management programs for the broader ambulatory senior population

Omnicare provides pharmacy services to our customers in accordance with all applicable state, federal and local laws and regulations. Omnicare is accredited by the National Association of

Boards of Pharmacy[®] (NAPB[®]). To obtain this accreditation, our pharmacies must meet strict uniform standards for the purpose of protecting the public health.

Omnicare will be in accordance with all applicable DHHR rules and procedures, as well as Health Services Bulletins/Technical Instructions applicable to the delivery of pharmacy services in a correctional setting. All pharmaceutical services will be at the direction of a licensed West Virginia pharmacist. Omnicare is compliant as we are licensed in accordance with the State of West Virginia statutes, Board of Registration in Pharmacy, United States Department of Justice and the Drug Enforcement Agency. We operate our pharmacy consistent with all corporate integrity requirements of Omnicare, Inc. and all state and federal regulations including but not limited to, JCAHO, SARBANES-OXLEY, HIPAA, DOH, and CMS.

Omnicare takes the protection of health information very seriously. We are compliant with all Federal and West Virginia Revised Statutes and laws. Omnicare requires our employees both upon hiring and then annually to be trained on HIPAA regulations, and any applicable state, and/or federal certifications laws. Omnicare and DHHR, in order to fulfill their respective obligations, need to disclose to each other certain individual medical information that is individually identifiable health information under provisions of the Health Insurance Portability and Accountability Act of 1996 and the Standards promulgated thereunder ("HIPAA") and that may also be protected information under applicable state privacy of medical information laws, and/or federal certification laws (collectively, the individual related medical information is "Protected Health Information"). This is required so that the parties can each conduct the treatment, payment and health care operations activities provided. Omnicare will comply with the requirements of the Privacy Laws as to such disclosure or exchange of Protected Health Information.

Omnicare is committed to complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the statutory amendments made to HIPAA under the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"). Omnicare considers itself, under HIPAA regulations, to be a Covered Entity. The Office for Civil Rights enforces the HIPAA Privacy Rule, which protects the privacy of individually identifiable health information; the HIPAA Security Rule, which sets national standards for the security of electronic protected health information; and the confidentiality provisions of the Patient Safety Rule, which protect identifiable information being used to analyze patient safety events and improve patient safety.

Omnicare retains a record of all products and services rendered to our customers. This information is kept in compliance with all standards set forth by the West Virginia Board of Pharmacy and all applicable state and federal regulations including compliance with all HIPAA regulations and West Virginia Revised Statutes and laws.

Scope of Work/Essential Duties and Responsibilities of Vendor

- a. **Vendor must agree to charge only the pre-established acquisition cost margins for pharmaceuticals as contained in the bid sheet.**

Omnicare acknowledges and agrees to charge only the pre-established acquisition cost margins for pharmaceuticals as contained in the bid sheet.

- b. **Vendor must provide all prescription pharmaceutical services as required per order, including picking up, filling, and delivering orders to the facilities' nursing units.**

Omnicare acknowledges and agrees to provide all prescription pharmaceutical services as required per order, including picking up, filling, and delivering orders to the facilities' nursing units.

Omnicare will make our deliveries, in person, door to door, Monday through Sunday, 24 hours per day, 7 days per week, 365 days per year. DHHR will begin new prescription orders from the physician upon the next scheduled delivery and deliveries will be limited to same day delivery for routine orders.

Deliveries will be made at mutually agreed upon times, unless there is an Emergency or STAT delivery need, and then those deliveries will be made promptly. In the unlikely event that we would not be able to provide a drug to DHHR, Omnicare has a nationwide contract with retail pharmacies, ensuring continuity of care for all patients.

Delivery of medication is the responsibility of the pharmacy and involves two basic types:

- a. STAT/emergency orders. Emergency Pharmacy delivery is in response to the emergency needs of the patient. Emergency deliveries occur during non-business hours, or during business hours when medications are needed before the next scheduled delivery as determined by the patient's need. Omnicare, as a 24/7 pharmacy, will make every effort possible to deliver all STAT within one hour. Our pharmacy locations and backup contractual arrangements secure this commitment.
- b. Routine Pharmacy delivery will be made to the facilities on a routine schedule after collaboration with DHHR staff. Omnicare's experienced delivery team can and will make deliveries to multiple buildings within one facility as well as multiple drops within a particular facility.

Upon delivery, all totes will contain a delivery receipt which will be reviewed and signed by authorized staff. Our delivery agent will request signatures for the following documents:

- All delivery receipts for non-controlled substances. A staff signature indicates a delivery container was received into the facility.
- All delivery receipts for controlled substances. A staff signature indicates that the specific controlled medication, form, strength and quantity was received by the authorized staff, who signs the delivery receipt.

- Signature sheets for Emergency/STAT deliveries. Emergency deliveries will be done in response to the emergency needs of the patient. Emergency deliveries occur during non-business hours, or during business hours when medications are needed before the next scheduled delivery as determined by the patient's need.

Omnicare maintains all medication in the proper manufacturer's recommended environmental climate control levels. Refrigerated medications are delivered in insulated containers with cold packs to keep them at the required temperatures. These insulated packs are placed within the delivery container and signed for by staff as part of the delivery.

All delivery receipts will contain information on any back-ordered medications. If for some reason through all of our efforts we are unable to provide a medication, the back order will appear on the delivery receipt and will be delivered as soon as the medication is available. If the medication delay will be for a duration of longer than two days, our pharmacist will contact the correct DHHR staff to work out an alternative therapy.

Omnicare acknowledges and agrees to coordinate with DHHR to ensure that no patient is denied medication while resolving issues related to the pharmacy management process.

c. Vendor must package medication in individual dose containers at pharmacy.

Omnicare acknowledges and agrees to package medication in individual dose containers at the pharmacy.

Omnicare can provide a choice of packaging and dispensing systems to meet the needs of DHHR. Omnicare acknowledges and agrees to ensure all containers for drugs, chemicals or other pharmaceutical preparations supplied by Omnicare will be in accordance with state and federal labeling laws.

Omnicare provides a drug and supply system that complies with local, state, and federal laws. In providing service to DHHR, Omnicare proposes to utilize a 30-day blister card system. Omnicare's 30-day blister card system complies with all of the requirements for unit dose packaging. This blister card system provides for cost effective, easy to use, medication administrations. This 30-day blister card system ensures accuracy and reduces costs and has been proven to work most effectively for facility staff and pharmacy. A pharmacist prior to each delivery visually checks these cards.

This blister card system allows DHHR staff to punch out the day of the month. In the instances when the orders are for dispensing medications outside of the everyday punch (i.e. every-other-day, one each week, etc.), our pharmacy will fill the blister card with the correct number of doses and the staff will refer to the Medication Administration Record (MAR) to see which days the dose is to be administered.

The blister cards are organized by pass time and delivered in a sealed tote. The medications are organized to reflect the MAR. New orders will be filled with medication to last for 30 days. The

new cards will be labeled with time stickers, (morning, noon, evening, and bedtime) to assist the nursing staff in putting the cards into the medication carts.

Blister card procedure:

- Preparation and packaging of all medications will be performed and supervised by a registered pharmacist and will be performed in accordance with all applicable State and Federal Laws and Regulations.
- All 30-day blister cards are labeled according to all applicable laws and regulations and include patient name, name of drug (both generic and trade name including tall-man lettering), dosage amount, lot number, NDC number, expiration date, manufacturer name, bar-code and time of administration.
- When a 30-day blister card is dispensed, the amount of doses in the card will be determined by the DHHR staff as to the number of days supply required. (i.e. blister cards containing 10, 14 or 30 doses are readily available)
- All blister cards will have a tamper evidence closure and must be sealed to prevent moisture or other factors from interfering with the therapeutic value of the medications.
- Our pharmacy will provide blister cards packaged in lesser quantities (i.e. 10 days) for medications requiring a shorter course of treatment.
- Controlled substances will be packaged in 30 day blister cards containing the number of doses to be determined by DHHR staff.
- All creams and liquids, as ordered by a physician, will be dispensed in appropriate container size, in most cost efficient manner to the resident.

Omnicare, Inc., and Omnicare continuously monitor our pharmacy dispensing practices and have created both internal and external metrics to assist us in keeping our error rate at or below 0.1 percent.

All medications are labeled according to all applicable laws and regulations and include patient name, patient number, name of drug (both generic and trade name including tall-man lettering), dosage amount, lot number, expiration date, manufacturer name, bar-code and day, date, and time of administration.

If circumstances require, controlled substances will be packaged in 30 day blister cards containing the number of doses to be determined by DHHR staff.

d. Vendor must have an on-call pharmacist available twenty-four (24) hours a day, seven (7) days per week for consultations.

Omnicare acknowledges and agrees to have an on-call pharmacist available twenty-four (24) hours a day, seven (7) days per week for consultations.

Complete access to clinical pharmacists, support staff and delivery availability, 24 hours, 7 days per week, 365 days per year, including holidays.

- e. **Vendor must provide for delivery of medications 365 days per year, including all holidays as listed: New Year's Day, Memorial Day, Thanksgiving Day, Christmas Day, Independence Day, Labor Day, Christmas Eve, and New Year's Eve.**

Omnicare acknowledges and agrees to provide for delivery of medications 365 days per year, including all holidays as listed: New Year's Day, Memorial Day, Thanksgiving Day, Christmas Day, Independence Day, Labor Day, Christmas Eve, and New Year's Eve.

- f. **Vendor must 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.**

Omnicare acknowledges and agrees to 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.

STAT/emergency orders. Emergency Pharmacy delivery is in response to the emergency needs of the patient. Emergency deliveries occur during non-business hours, or during business hours when medications are needed before the next scheduled delivery as determined by the patient's need. Omnicare as a 24/7 pharmacy will make every effort possible to deliver all STAT orders as promptly as possible. Our pharmacy locations and backup contractual arrangements secure this commitment.

- g. **Vendor must provide new medication within 24 hours including weekends and holidays. Facilities must be contacted if medication will take longer than one day due to special orders.**

Omnicare acknowledges and agrees to provide new medication within 24 hours including weekends and holidays. Omnicare acknowledges and agrees that facilities must be contacted if medication will take longer than one day due to special orders.

- h. **Vendor must 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.**

Omnicare acknowledges and agrees to 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.

- i. **Vendor must destroy all outdated or discontinued medications as outlined in each facility policy manual.**

Omnicare acknowledges and agrees to destroy all outdated or discontinued medications as outlined in each facility policy manual.

- j. **Vendor must bill all prescription orders to third parties, when/where applicable.**

Omnicare acknowledges and agrees to bill all prescription orders to third parties, when/where applicable.

- k. Vendor must bill all other medications not applicable to item 'j' 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).**

Omnicare acknowledges and agrees to bill all other medications not applicable to item 'j' 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).

- l. Vendor must bill back to third party insurance if resident becomes certified by/through their insurance company.**

Omnicare acknowledges and agrees to bill back to third party insurance if resident becomes certified by/through their insurance company.

- m. Vendor must issue credits to facilities for items returned that were paid for by the facilities.**

Omnicare acknowledges and agrees to issue credits to facilities for items returned that were paid for by the facilities.

Unused medications may be returned to the pharmacy in the circumstances of discharge, death, or discontinuation, with the following exceptions:

- If the safety seal is broken on ointments, creams, liquids, eye drops
- Inhalers not returned in the original safety packaging
- Reconstituted products
- Flu vaccines
- Refrigerated items that are not returned in a cooler
- Soiled, damaged or manipulated products/cards
- Self-administration and teaching medications
- TPN or pre-mixed medications
- IV Supplies
- Syringed prepared at the pharmacy (due to expiration date)
- Medications dispensed more than sixty days before being returned
- Compounded medications
- Controlled substances
- Medications that are written upon or defaced by facility staff

Medications included in the Drug Enforcement Administration (DEA) classification as controlled substances are subject to special handling, storage, disposal, and record keeping in

accordance with federal and state laws and regulations per DEA regulations controlled substances cannot be returned to the pharmacy (except in the instances below) and must be destroyed by the facility. Controlled substances cannot be returned to the pharmacy for credit EXCEPT:

- An item incorrectly ordered by the facility and/or incorrectly prepared by pharmacy
- A correctly ordered and prepared item that was refused upon pharmacy delivery (i.e. order was discontinued or resident expired before the item was delivered)
- Medication shall be destroyed by a licensed nurse in the presence of a witness, in such a manner that the medications cannot be retrieved, salvaged, or used. They shall not be discarded with garbage or refuse.
- For any medication which is destroyed or returned for a hospitalized resident, there shall be an entry in the resident's Disposition of Medication Record which shall include the following:
 - RX number and Pharmacy name
 - Medication name
 - Strength
 - Quantity
 - Date Destroyed
 - Method of destruction
 - Signature of nurses
- Schedule II, III, IV and V medications must be destroyed by two licensed nurses, both of whom would need to fill out the Disposition of Medication Record.
- Records of medication disposal shall be retained for at least five years.

State and Federal laws do not allow controlled medications to be returned to the pharmacy. Our pharmacy will assist DHHR with completing the required forms and supervise the destruction of controlled substances.

If a medication is eligible for credit, it will be issued based upon the following criteria:

- All return medications will be returned and handled according to all the parameters set forth by the state and federal rules and regulations.
- Return Medication forms will be provided to the DHHR for documentation purposes.

Credit (in the amount of what the state was charged) will be issued for properly returned medications.

Omnicare will work with DHHR to take returns of non-controlled medications that have been obtained from residents at intake. These medications will be segregated from other returns and disposed of according to all applicable state and federal laws and regulations.

n. Vendor must provide monthly drug regimen review of all residents and report findings to each facility Director of Nursing (DON).

Omnicare acknowledges and agrees to provide monthly drug regimen review of all residents and report findings to each facility Director of Nursing (DON).

- o. Vendor must provide and maintain fully functioning medication carts at each facility. Medication carts shall be capable of being outfitted to accommodate the varying needs of each facility and must provide for secure access to all medications and include utilization of cassettes that are to be exchanged by the pharmacy staff as scheduled.**

Omnicare acknowledges and agrees to provide and maintain fully functioning medication carts at each facility. Medication carts will be capable of being outfitted to accommodate the varying needs of each facility and must provide for secure access to all medications and include utilization of cassettes that are to be exchanged by the pharmacy staff as scheduled.

- p. Vendor must provide monthly inspections of drug carts and medication rooms and report findings to DON of each facility.**

Omnicare acknowledges and agrees to provide monthly inspections of drug carts and medication rooms and report findings to DON of each facility.

- q. Vendor must participate in scheduled Quality Assurance meetings as required by each facility.**

Omnicare acknowledges and agrees to participate in scheduled Quality Assurance meetings as required by each facility.

- r. Vendor must conduct annual in-service training sessions annually at each facility, within sixty (60) days of the implementation of the contract.**

Omnicare acknowledges and agrees to conduct annual in-service training sessions annually at each facility, within sixty (60) days of the implementation of the contract.

- Conduct periodic medication observations of licensed staff members and provide in-service training to the facility staff on any identified deficient practices. Some examples in in-services would be:
 - Training/orientation to Pharmacy Services
 - Trainings on deployed technologies (Pyxis, Omniview, IV pumps, etc.)
 - Clinical reference library available on Omniview
 - IV Training
 - Access to Infusion Services Website on Omniview (Includes Policies and Procedures and Customer Education Tracker among many other infusion related topics).
 - Educational Offerings such as: Infusion Implementation, Essentials of Infusion Therapy, Advanced Infusion Therapy, Patient-Controlled Analgesia, Central Line Review, Port Access, Inotropics, TPN, Hyperdermaclysis, and Infusion Documentation

s. Vendor must provide a resident pharmacy review with recommendations monthly.

Omnicare acknowledges and agrees to provide a resident pharmacy review with recommendations monthly.

t. Vendor must provide psychotropic drug review and psychotropic monitoring devices monthly or upon prescription changes.

Omnicare acknowledges and agrees to provide psychotropic drug review and psychotropic monitoring devices monthly or upon prescription changes.

u. Vendor must provide all medication ordered by physicians.

Omnicare acknowledges and agrees to provide all medication ordered by physicians.

v. Vendor must provide a monthly report on pharmacy activities to the DON of each facility.

Omnicare acknowledges and agrees to provide a monthly report on pharmacy activities to the DON of each facility.

Reporting

Omnicare has the capability to create statistical reports which will provide DHHR with any specific information deemed necessary. The following reports will be provided monthly and annually for the DHHR staff:

- Total orders filled in the prior month, new refills
- Total number of doses dispensed for formulary brand, non-formulary brand and generics
- Total cost for non-formulary brands, formulary brand and generics
- Prescriber profile for each prescriber
- Top non-formulary prescriptions by prescriber
- Detail of orders written by class of drug
- Summary of orders by therapeutic class
- Percentage of total orders for each prescriber by class of drug
- Non-formulary orders by class of drug
- Breakdown of total drug cost by class
- Top ten psychotropic drugs by cost
- Top ten non-psychotropic drugs by cost
- Top OTC medications by cost
- Quarterly graphs that illustrate utilization patterns
- Drug history and physician prescribing reports
- Prescriptions filled in conjunction with patient releases to the community
- Other reports as deemed necessary by the Agency

w. Vendor must provide each facility an updated pharmacy manual upon award of contract and at least annually thereafter during the term of the contract.

Omnicare acknowledges and agrees to provide each facility an updated pharmacy manual upon award of contract and at least annually thereafter during the term of the contract.

Omnicare's pharmacy manuals can also be found online through our web-based proprietary software system, Omniview.

x. Vendor must conduct medication administration observations on nursing staff at least two (2) times per year.

Omnicare acknowledges and agrees to conduct medication administration observations on nursing staff at least two (2) times per year.

y. Vendor must package medications for residents to take for leave of absence.

Omnicare acknowledges and agrees to medications for residents to take for leave of absence.

Omnicare will furnish Leave of Absence medications in conventional prescription containers within 24 hours of request.

- Any tablets and capsules requested for LOA cannot be returned for credit.
- "Bulk" (liquids, creams, etc.) are sent from resident's facility stock.
- Pharmacy consultation may be obtained by the patient or family member by telephoning the pharmacy.

z. Vendor must receive and verify orders from each LTC facility via a Virtual Private Network (VPN) into the VistA computer system maintained by the facility.

Omnicare acknowledges and agrees to receive and verify orders from each LTC facility via a Virtual Private Network (VPN) into the VistA computer system maintained by the facility. Omnicare will utilize these systems in accordance with all HIPAA and medical privacy laws and requirements.

aa. Vendor must advise facilities of medications not covered by third party insurances and give recommendations of alternative allowable prescriptions (i.e. generics) whenever available.

Omnicare acknowledges and agrees to advise facilities of medications not covered by third party insurances and give recommendations of alternative allowable prescriptions (i.e. generics) whenever available.

It is Omnicare's policy to substitute generic drugs when available unless directed by the physician to "Dispense as Written." Omnicare is prepared to work on an ongoing basis with the DHHR staff, and the medical director via the DHHR P&T Committee to be certain that formulary medications are clinically suitable and represent the lowest cost alternative to DHHR.

bb. Vendor must comply with all Federal and State standards and requirements applicable to the provision of pharmaceutical care and services.

Omnicare acknowledges and agrees to comply with all Federal and State standards and requirements applicable to the provision of pharmaceutical care and services.

Vendor Required Equipment/Electronic Requirements

- **Mandatory:** Computer system with internet capability and ability to access a Virtual Private Network (VPN) created by the WVDHHR system.

Omnicare acknowledges and agrees to provide a 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.

Omnicare acknowledges and agrees to provide a 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 the manufacturer 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.)

Omnicare acknowledges and agrees to provide a Bar Code Printer to print bar code labels that will be affixed to any dispensed medication that does not have the manufacturer 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.)

- **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.

Omnicare acknowledges and agrees 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.

Omnicare acknowledges and agrees to utilize pharmaceutical packaging equipment 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.

Omnicare acknowledges and agrees 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 manufacturer change or a manufacturer has changed its NDC number.

Omnicare acknowledges and agrees to scan each of the dispensed drug's bar code into the VistA drug file the first time that NDC bar code is utilized. Omnicare will only need to scan in bar codes subsequently if there is a manufacturer change or a manufacturer has changed its NDC number.

GENERAL TERMS AND CONDITIONS:

The Pharmacy agrees to be bound by all the terms contained herein:

Conflict of Interest: 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. The Pharmacy further covenants that in the performance of the contract, the 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.

Prohibition Against Gratuities: The Pharmacy warrants that it has not employed any company or person other than a bona fide employee working solely for the 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.

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.

Certifications Related to Lobbying: 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 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 pharmacy shall complete and submit a disclosure form to report the lobbying.

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.

Vendor Relationship: The relationship of the 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 of this contract. The Pharmacy as an independent contractor is solely liable for the acts and omissions of its employees and agents.

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 the Pharmacy nor any employees or contractors of the pharmacy shall be deemed to be employees of the State for any purposes whatsoever.

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 filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Pharmacy 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 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.

Indemnification: 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 the 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 the pharmacy, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

Contract Provisions: Pharmacy's response will be included as part of the formal 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: Pharmacy agrees 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: Pharmacy will 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.

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.

Subcontracts/Joint Ventures: 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 Pharmacy to be the sole point

of contact with regard to all contractual matters Pharmacy may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, Pharmacy 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 Pharmacy may terminate the contract for any reason upon giving the Agency sixty (60) days written notice. Notice by Pharmacy of intent to terminate will not relieve Pharmacy 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 Pharmacy's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiations of the compensation paid to the Pharmacy 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 Pharmacy at least thirty (30) days prior to termination of this contract.

Non-Appropriation of Funds: The Agency shall give Pharmacy written notice of 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 Pharmacy 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 Pharmacy with advance notice of performance conditions which are endangering the contract's continuation if after such notice Pharmacy fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue Pharmacy 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 Pharmacy, 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. 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, Pharmacy 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 pharmacy shall, provide a description of the price increase or decrease involved in implementing the requested change

NO CHANGE SHALL BE IMPLEMENTED BY PHARMACY UNTIL SUCH TIME AS AN APPROVED WRITTEN CHANGE ORDER IS RECEIVED.

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 Pharmacy. Pharmacy shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Pharmacy's location during normal business hours upon written request by Agency within 10 days after receipt of the request

Pharmacy shall have access to private and confidential data maintained by Agency to the extent required for Pharmacy to carry out the duties and responsibilities defined in this contract 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 the Pharmacy, subcontractors, or individuals permitted access by Pharmacy. The Pharmacy must comply with HIPAA requirements.

INSURANCE REQUIREMENTS:

Pharmacy, as an independent contractor, is solely liable for the acts and omissions of its employees and agents Pharmacy 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 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 PRIOR TO CONTRACT AWARD)

LICENSE REQUIREMENTS:

Enclosed please find 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/vtc/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 Pharmacy

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



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

BHS12120

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER
304-558-0067

RFQ COPY

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HEALTH AND HUMAN RESOURCES
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03/29/2012						
BID OPENING DATE: 04/17/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. PRE-BID CONFERENCE SIGN IN SHEETS ARE ATTACHED.						
3. WVDHHR LTC DRUG UTILIZATION REPORT ATTACHED.						
EXHIBIT 10						
REQUISITION NO.: BHS12120						
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.....						
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						
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING						
ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTA-						
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
BHS12120

PAGE
2

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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HEALTH AND HUMAN RESOURCES
VARIOUS LOCALES AS
INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/29/2012				
BID OPENING DATE: 04/17/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TIVES 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 Holbrook SIGNATURE						
..Omnicare COMPANY						
..4/16/12 DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
END OF ADDENDUM NO. 1						

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'

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: Omnicare of Nitro

Signed: David Galbreath

Date: 4/15/12

Title: Director of Procurement and Contracting

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

STATE 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 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 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 SIGNATUREVendor's Name: Omnicare of NitroAuthorized Signature: David Hall Date: 4/16/12State of WisconsinCounty of Milwaukee, to-wit:Taken, subscribed, and sworn to before me this 16 day of April, 2012.My Commission expires 5/24, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

Monica M. Moloney

BID SHEET

Monthly Service Fee based on the number of beds per Facility

FACILITY/ NUMBER OF LICENSED BEDS (LTC)	COST PER LICENSED BED PER MONTH	TOTAL PER MONTH
Jackie Withrow Hospital 199 licensed beds	\$65/hr	422.50
Hopemont Hospital 98 licensed beds	\$65/hr	514.58
Lakin Hospital 114 licensed beds	\$65/hr	487.50
John Manchin Sr. Health Care 41 licensed beds	\$65/hr	211.25
Welch Community Hospital 59 licensed beds	\$65/hr	249.17
	TOTAL BID =	1,885.00*

* Based on current census

Basis for Award:

Bids will be reviewed and award made based on lowest costs to the facilities also meeting specifications.

For the purposes of evaluation and award, bidders must incorporate all direct and peripheral costs into a set monthly fee to be charged on a per licensed bed basis.

Omnicare of Nitro
VENDOR NAME

David Hallbrooks
VENDOR SIGNATURE

4-16-12
DATE

(414) 486-3129
VENDOR FAX NUMBER

david.hallbrooks@omnicare.com
VENDOR EMAIL

4200 First Avenue, Suite 200
VENDOR REMIT TO ADDRESS:

Nitro, WV 25143



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FOLLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 Attn: Morristown.certrequest@Marsh.com Fax 212-948-0979	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
037114-HQ*-GAWPL-11-12 CLIENT	INSURER(S) AFFORDING COVERAGE	
INSURED OMNICARE OF NITRO 4200 FIRST AVENUE, SUITE 200 NITRO, WV 25143	INSURER A: Liberty Mutual Fire Ins Co	NAIC # 23035
	INSURER B: Columbia Casualty Company	31127
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-006218135-02 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TB2-631-004287-021	12/21/2011	12/21/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			AS2-631-004287-011 (AOS)	12/21/2011	12/21/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA5-63D-004287-041 (AOS) WC7-631-004287-031 (OR & WI)	12/21/2011 12/21/2011	12/21/2012 12/21/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	MEDICAL PROFESSIONAL LIABILITY			HMA 1023819507-16	12/21/2011	12/21/2012	EACH CLAIM 2,500,000 AGGREGATE 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

OMNICARE OF NITRO
4200 FIRST AVENUE, SUITE 200
NITRO, WV 25143

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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