



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

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

Proc Folder: 202329

Doc Description: PEER ASSISTANT PROGRAM

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-13	2016-05-11 13:30:00	CRFQ 0913 PHB1600000002	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

WV Pharmacists Recovery Network Inc
 PO Box 4944
 Charleston, WV 25364
 (304)533-6844

05/06/16 13:25:08
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

FEIN # 200518113

DATE 5/03/2016

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

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Board of Pharmacy to establish a contract for a peer recovery network for individual pharmacist, pharmacy technician and intern licensees and registrants of the Board, otherwise referred to as the West Virginia Pharmacist Recovery Network (WVPRN) per the attached specifications, and terms and conditions.

INVOICE TO		SHIP TO	
BOARD OF PHARMACY 2310 KANAWHA BLVD E		BOARD OF PHARMACY 2310 KANAWHA BLVD E	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	PEER TO PEER INTERVENTION AND REFERRAL SERVICE	12.00000	MO	4,666.66	55,999.92

Comm Code	Manufacturer	Specification	Model #
93131705			

Extended Description :

PEER ASSISTANT PROGRAM TO IDENTIFY, ASSIST & MONITOR PHARMACISTS, INTERNS & TECHNICIANS W/DEPENDENCY

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Question Deadline @ 10:00 AM	2016-04-27

PHB160000002	Document Phase Final	Document Description PEER ASSISTANT PROGRAM	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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PHB1600000002	Document Phase Draft	Document Description PEER ASSISTANT PROGRAM	Page 3
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ADDITIONAL TERMS AND CONDITIONS

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 27, 2016 @ 10:00 A.M.

Submit Questions to: Melissa K. Pettrey
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Melissa.K.Pettrey@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: PEER TO PEER INTERVENTION AND REFERRAL SERVICE
BUYER: Melissa K. Pettrey
SOLICITATION NO.: CRFQ 0913 PHB1600000002
BID OPENING DATE: May 11, 2016
BID OPENING TIME: 1:30 PM
FAX NUMBER: (606)832-0077

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: May 11, 2016 @ 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
Upon Award _____ and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three(3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-Six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

17. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

18. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

22. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

23. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

24. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

25. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

26. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

27. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. 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 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 Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose 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, 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.

36. 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; and (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 and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.


All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

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

WV Pharmacists Recovery Network Inc.

(Company)



Gary M. Brown, Executive Director

(Authorized Signature) (Representative Name, Title)

(304)533-6844, (606)832-0077, 5/03/2016

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Board of Pharmacy (“WVBOP”) to establish a contract for a peer recovery network for individual pharmacist, pharmacy technician, and intern licensees and registrants of the Board, otherwise referred to as the West Virginia Pharmacist Recovery Network per West Virginia Code of State Rules §§ 15-10-1, et seq., which rules are attached hereto as Attachment B.

Operating Environment: The West Virginia Legislature has assigned the primary responsibility for enforcing the provisions of the laws pertaining to the practice of pharmacy and the distribution and use of drugs to the WVBOP to insure minimum standards of competency, and to protect the public health, safety and welfare. The WVBOP recognizes that fitness to practice pharmacy can be compromised by substance abuse/dependence, alcohol, or psychiatric impairment. Such a compromise has a direct impact upon the health, safety, and welfare of the public served by licensees and registrants of the Board. Pursuant to West Virginia Code § 30-5-7(a)(14) and (15), attached hereto as Attachment C, the Board has rulemaking authority to govern agreements with organizations to form pharmacist recovery networks, and to create an alcohol or chemical dependency treatment program. Therefore, the Board promulgated rules in Title 15, Series 10 of the West Virginia Code of State Rules (Attachment B) to provide for guidelines and requirements for the operation of a pharmacist recovery network in West Virginia, to establish a peer-to-peer recovery network to assist impaired individual licensees of the Board.

Rule § 15-10-13 provides a mechanism for the Board to assess fees of pharmacists, interns, and pharmacy technicians licensed by the Board to generate revenue dedicated to the operation of the WVPRN. With funding in place to continue to provide for this vital peer-to-peer service to assist impaired licensees in the ongoing effort to protect the public, the Board desires to enter into a contract for services with the WVPRN.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means the operation of a pharmacist recovery network in West Virginia, to establish a peer-to-peer recovery network to assist impaired individual licensees of the Board, as more fully described in these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 **“WVBOP”** means the West Virginia Board of Pharmacy
- 2.5 **“West Virginia Pharmacist Recovery Network (WVPRN)”** means the program established by agreements between special impaired pharmacist peer review organizations and the Board.
- 2.6 **“Committee”** means the Board of Directors established to function as a supervisory and advisory body to the Program.
- 2.7 **“PRN”** means the Pharmacist Recovery Network
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1. The WVPRN must be an entity established for the purpose of providing peer-to-peer programs and assistance for West Virginia licensed pharmacists, pharmacy students, pharmacy interns and pharmacy technicians who have substance abuse/dependence, or who are impaired by alcohol, drugs or psychological circumstance. In order for this to be a true peer organization, the WVPRN must be governed by an independent board of directors comprised of a minimum of 5 pharmacists actively licensed to practice pharmacist care in West Virginia, and may also include one or more pharmacy technicians and interns actively licensed or registered in West Virginia.
- 3.2. Have an administrator or clinical director (referred to in Rule § 15-10-2.2, Attachment B, as the “executive director”) selected by the WVPRN Committee to administer the WVPRN.
- 3.3. Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor’s past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below. The WVPRN Vendor will agree to provide:

- 4.1.1** Identification of pharmacy professionals who may have Substance abuse/Mental health difficulties that would impair them from practice.
- 4.1.2** Investigation of individuals who may (or may not) have the above mentioned issues, with intervention if the evidence of impairment from these conditions does in fact exist.
- 4.1.3** Maintain an independent board of pharmacy professionals that makes decisions regarding the assessment, treatment, and (if possible) re-employment of these individuals in the practice of pharmacy.
- 4.1.4** Provide services for assessment of affected individuals to determine the level of care required and then tailor a treatment plan to meet the needs of the individual and ensure remission before re-entering into practice.
- 4.1.5** Provide education at pharmacy schools to increase awareness of substance-use-disorder in the profession of pharmacy and to encourage early identification and treatment of at risk individuals.
- 4.1.6** Provide continuing education on the subjects of PRN programs and the phenomenon of addiction in the profession of pharmacy.
- 4.1.7** Following treatment of affected individuals, provide after-care services and monitoring contracts, consisting of components determined by the PRN as necessary on a case-by-case basis per its contracts with the affected individuals, and including such items as drug screening, individual meetings and conferences, follow-up with treaters, restricting practice areas based upon abilities and status of recovery, job-monitoring, and other things within the purview and expertise of the PRN program.
- 4.1.8** Provide 24 hour per day/7 day per week real-time monitoring of individuals under contract to ensure compliance with contract conditions.

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

- 4.1.9 Maintain a random drug screen program to ensure client adherence to contract
- 4.1.10 Monitor clients participation in counseling sessions and AA/NA meetings to ensure compliance
- 4.1.11 Collaborate with the WV Board of Pharmacy when required to discuss client cases, review yearly budgets, or occasionally to assist in investigations.
- 4.1.12 Vendor shall provide at least one phone/fax line at its offices for general communication for purposes of its business.
- 4.1.13 Vendor shall provide a web site for the life of the contract to provide information about the PRN, its services, and how to come under its care. Vendor must have the website set up and available within 30 days of awarding of a contract per this solicitation.
- 4.1.14 Comply with all requirements in West Virginia Code of State Rules Title 15, Series 10, Attachment B, applicable to the WVPRN.
- 4.1.15 Vendor will include in their bid the cost of optional Annual renewals for years 2, 3 and 4. These optional Annual renewals will be initiated by agency request with vendor approval and processed under the authorized under the authority of the Purchasing Division.

5. CONTRACT AWARD:

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

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

5.2 Pricing Page: Vendor should complete the Pricing Page by entering its bid amounts for the "Unit Cost" and "Extended (Annual) Cost" for the initial term of the contract, and for the optional renewal terms, and then entering the "Total Bid Amount". The Unit Cost is the monthly cost that will be billed to the agency; the Extended (Annual) Cost is the total annual cost of the contract, which must equal the product of the Unit

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

Cost multiplied by 12. The Total Bid Amount must equal the sum of amounts entered for the Extended (Annual) Cost of the initial contract term plus the optional renewal terms. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay a flat fee, payable in installments, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

Contract Manager: Gary M. Brown

Telephone Number: (304)533-6844

Fax Number: (606)832-0077

Email Address: mbrown@wvprn.com

**EXHIBIT A- Pricing Page for Peer-toPeer Intervention and Referral Services
for substance abuse or mental health issues**

Description	Unit of Measure	Unit Cost	Quantity	Extended (Annual) Cost
Peer-to-Peer Intervention and Referral Services	Month	4666.66	12	55,999.92
Optional Year One Renewal	Month	4833.33	12	57,999.96
Optional Year Two Renewal	Month	4833.33	12	57,999.96
Optional Year Three Renewal	Month	4875.00	12	58,500.00
Total Bid Amount				230,499.84

Contract will be evaluated on all lines but **only awarded on first year**.
 Renewal options for years 1, 2, and 3 will be initiated by the Agency, Agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

Attachment "B"

**WEST VIRGINIA
SECRETARY OF STATE
JOE MANCHIN, III
ADMINISTRATIVE LAW DIVISION**

Do Not Mark In This Box

FILED

2003 JUN 23 A 10:38

OFFICE WEST VIRGINIA
SECRETARY OF STATE

Form #6

**NOTICE OF FINAL FILING AND ADOPTION OF A LEGISLATIVE RULE AUTHORIZED
BY THE WEST VIRGINIA LEGISLATURE**

AGENCY: West Virginia Board of Pharmacy TITLE NUMBER: 15

AMENDMENT TO AN EXISTING RULE: YES NO

IF YES, SERIES NUMBER OF RULE BEING AMENDED: _____

TITLE OF RULE BEING AMENDED: _____

IF NO, SERIES NUMBER OF RULE BEING PROPOSED: 10

TITLE OF RULE BEING PROPOSED: Board of Pharmacy Rules for Pharmacist Recovery
Networks

THE ABOVE RULE HAS BEEN AUTHORIZED BY THE WEST VIRGINIA LEGISLATURE.

AUTHORIZATION IS CITED IN (house or senate bill number) SE 2014

SECTION §64-9-12(b) PASSED ON June 13, 2003

THIS RULE IS FILED WITH THE SECRETARY OF STATE. THIS RULE BECOMES EFFECTIVE ON THE
FOLLOWING DATE: June 23, 2003

William S. Doyle

Authorized Signature

TITLE 15
LEGISLATIVE RULES
BOARD OF PHARMACY

FILED

2003 JUN 23 A 10 38

SERIES 10
BOARD OF PHARMACY RULES FOR PHARMACIST RECOVERY NETWORKS
OFFICE OF WEST VIRGINIA
SECRETARY OF STATE

§15-10-1. General.

- 1.1. Scope. – This rule establishes definitions of impairment; guidelines for program elements; procedures for receipt and use of information of suspected impairment; procedures for intervention and referral; arrangements for mandatory monitoring, treatment, rehabilitation, post-treatment support and performance; reports of individual cases to the Board; periodic reporting of statistical information; assurance of confidentiality of nonpublic information and of the peer review process; and assessment of a fee to be added to each licensure renewal for operation of pharmacist recovery networks.
- 1.2. Authority. – W.Va. Code §30-5-7c(d).
- 1.3. Filing Date. – March 18, 2003.
- 1.4. Effective Date. – March 18, 2003.

§15-10-2. Definitions.

- 2.1. "Committee" means the Board of Directors established to function as a supervisory and advisory body to the Program.
- 2.2. "Executive Director" means the administrator or clinical director selected by the Committee to administer the program.
- 2.3. "Impairment" means mental illness, chemical dependency, physical illness, or any abnormal physical or mental condition of a pharmacist, intern or technician which threatens a licensee or the safety of persons to whom that licensee might sell or dispense prescription drugs or devices.
- 2.4. "Licensee" means a licensed pharmacist, licensed intern, or registered pharmacy technician.
- 2.5. "Program or West Virginia Pharmacist Recovery Network (WVPRN)" means the program established by agreements between special impaired pharmacist peer review organizations and the Board.

§15-10-3. Pharmacist Recovery Network Agreements.

- 3.1. Pharmacist Recovery Network Agreements with the Board require the following:
 - 3.1.1. Upon receiving a report or request about possible impairment of a licensee from a licensee or another interested party, the Executive Director will make contact with the licensee to verify the information.

- 3.1.2. If it is determined there is sufficient reason for action, such as behavioral signs, documented evidence of impairment, and/or drug diversion, the Executive Director shall encourage the licensee to present himself or herself to the WVPRN office within 48 hours of initial contact for a complete substance abuse assessment.
 - a. If the licensee resists coming in for an assessment, the Executive Director shall pursue one repeat contact.
 - b. After two unsuccessful interventions within a period not to exceed 14 days, the Executive Director shall inform the licensee of the program's intent to close the file and disclose all evidence of impairment allowed by law to the Board.
- 3.1.3. After the licensee arrives at the network office, the program's Executive Director shall conduct a substance abuse evaluation to include among other things, a psychoactive substance use history, administration of a Substance Abuse Subtle Screening Inventory (SASSI), urinalysis, and Breathalyzer;
- 3.1.4. If a diagnosis of substance abuse or dependence as per the current edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association is made, the Executive Director shall arrange for further evaluation and treatment of the licensee to be conducted at a facility or by an individual approved by the program. If there is insufficient evidence to warrant a diagnosis of substance abuse or dependence, the Executive Director shall place the file in an inactive status, and destroy the file after 5 years.
- 3.1.5. The Executive Director shall draw up a final agreement between the licensee and the program for the licensee to enter into a treatment or other appropriate program. The Executive Director shall work with the treatment provider to determine the guidelines of treatment and aftercare, and shall consult with the primary care giver on a regular basis;
- 3.1.6. The Executive Director shall collect appropriate paper work, as specified in the contract, regarding treatment progress, group therapy participation, urine and blood analysis, discharge summaries, etc;
- 3.1.7. Monitors shall assist the licensee in transition into the workplace by providing information if requested to the supervisors and co-workers regarding chemical dependency, relapse, and diversion; and
- 3.1.8. Upon the completion of treatment and rehabilitation, and the expiration of the 5 year recovery contract, the network shall conclude involvement with the licensee.

§15-10-4. Due Process.

- 4.1. Any action taken pursuant to a pharmacist recovery network shall afford the licensee all due process

rights enumerated in West Virginia Code §29A-1-1 et. seq.

§15-10-5. Receipt and Use of Information of Suspected Impairment

- 5.1. Licensees, family members, and other persons may submit reports containing information concerning suspected impairment of a licensee to the program.
- 5.2. Upon receipt of information of a suspected impairment, the program shall initiate an investigation.
- 5.3. The program may conduct routine inquiries regarding suspected impairments.
- 5.4. The program may require a licensee suspected of impairment to submit to personal interviews before any person authorized by the program.

§15-10-6. Intervention and Referral.

- 6.1. When, following an investigation, the impairment of a licensee is confirmed, the Executive Director shall cause an intervention to be conducted using specialized techniques designed to assist the licensee in acknowledging responsibility for dealing with the impairment. The Executive Director shall then refer the licensee to an appropriate treatment source acceptable to the program.
- 6.2. The program shall decide the methods and objectives of interventions on a case-by-case basis.
- 6.3. The program shall arrange and conduct interventions as soon as possible.
- 6.4. The program shall evaluate treatment sources before making case referrals for treatment.
- 6.5. The program shall record intervention outcomes including treatment contracts that are elements of an intervention.

§15-10-7. Monitoring Treatment.

- 7.1. The program shall monitor a treatment source receiving referrals from it as to the treatment source's ability to provide:
 - 7.1.1. adequate medical and non-medical staffing;
 - 7.1.2. appropriate treatment;
 - 7.1.3. affordable treatment;
 - 7.1.4. adequate facilities; and
 - 7.1.5. appropriate post-treatment support.

§15-10-8. Monitoring Rehabilitation and Performance.

- 8.1. The program shall designate monitoring requirements for each licensee participating in the program. Licensees may be required to be tested regularly or randomly on demand of the program.
- 8.2. The program may require treatment sources to submit reports regarding a licensee's rehabilitation and performance to the program.

8.3. The program may require impaired licensees to submit to periodic personal interviews before any person authorized by the program.

8.4. The program shall maintain appropriate case records regarding each licensee that is a participant.

§15-10-9. Monitoring Post-Treatment Support.

9.1. Post-treatment support may include family counseling, advocacy and other services and programs considered appropriate to the licensee's recovery.

9.2. The program shall monitor the post-treatment support of treatment sources on an ongoing basis.

9.3. The program's own post-treatment support shall be monitored by the program on an ongoing basis.

§15-10-10. Reports of Cases of Impairment to the Board.

10.1. After investigation and review of a licensee, the program shall report immediately to the Board detailed information about any licensee as required by West Virginia Code §30-5-7c(e).

10.2. The program shall submit quarterly a report to the Board on the status of all licensees involved in the program who have been previously reported to the Board. The program shall submit a monthly report to the Board on the status of any licensee previously reported to the Board who is in active treatment until a time mutually agreed to by the Board and the program.

10.3. In the event the program becomes aware that the licensee has diverted controlled substances to a person other than himself or herself, the program shall report this infraction to the Board. In this case, the licensee is not protected by the program's confidentiality provisions or from disciplinary action by the Board.

§15-10-11. Periodic Reporting of Statistical Information.

11.1. The program shall compile and annually report to the Board comprehensive statistical reports concerning suspected impairments, impairments, self-referrals, post-treatment support and other significant demographic and substantive information collected through program operations.

§15-10-12. Confidentiality.

12.1. All information, interviews, reports, statements, memoranda, or other documents furnished to or produced by the program, all communications to or from the program, and all proceedings, findings, and conclusions of the program, including those relating to intervention, treatment, or rehabilitation, that in any way pertain to or refer to a person participating in a pharmacist recovery network are privileged and confidential.

12.2. All records and proceedings of the program that pertain or refer to a person participating in a pharmacist recovery network shall be privileged and confidential, used by the program and its members

only in the exercise of the proper function of the program, not be considered public records, and not be subject to court subpoena, discovery, or introduction as evidence in any civil, criminal, or administrative proceedings, except as provided in subsection 10.1 of this rule.

12.3. The program may only disclose the information relative to an impaired licensee if:

12.3.1. it is essential to disclose the information to persons or organizations needing the information in order to address the intervention, treatment, or rehabilitation needs of the impaired licensee;

12.3.2. the release is authorized in writing by the impaired licensee; or

12.3.3 the program is required to make a report to the board pursuant to subsection 10.1 of this rule.

§15-10-13. Fees.

13.1. The Board shall assess the following fees to be added to each licensure renewal application fee payable to the Board with any revenue generated by the assessment dedicated to the operation of the pharmacist recovery network:

13.1.1. Pharmacist- \$20 with each biennial renewal;

13.1.2. Intern- \$5 with each annual renewal; and

13.1.3. Pharmacy Technician- \$10 with each biennial renewal.

§30-5-7. Rule-making authority.

(a) The board shall propose rules for legislative approval, in accordance with the provisions of article three, chapter twenty-nine-a of this code, to implement the provisions of this article, and articles two, three, eight, nine and ten of chapter sixty-A including:

- (1) Standards and requirements for a license, permit and registration;
- (2) Educational and experience requirements;
- (3) Procedures for examinations and reexaminations;
- (4) Requirements for third parties to prepare, administer or prepare and administer examinations and reexaminations;
- (5) The passing grade on the examination;
- (6) Procedures for the issuance and renewal of a license, permit and registration;
- (7) A fee schedule;
- (8) Continuing education requirements;
- (9) Set standards for professional conduct;
- (10) Establish equipment and facility standards for pharmacies;
- (11) Approve courses and standards for training pharmacist technicians;
- (12) Regulation of charitable clinic pharmacies;
- (13) Regulation of mail order pharmacies: *Provided*, That until the board establishes requirements that provide further conditions for pharmacists whom consult with or who provide pharmacist care to patients regarding prescriptions dispensed in this state by a mail order pharmacy, the pharmacist in charge of the out-of-state mail order pharmacy shall be licensed in West Virginia and any other pharmacist providing pharmacist care from the mail order pharmacy shall be licensed in the state where the pharmacy is located.
- (14) Agreements with organizations to form pharmacist recovery networks;
- (15) Create an alcohol or chemical dependency treatment program;
- (16) Establish a ratio of pharmacy technicians to on-duty pharmacist operating in any outpatient, mail order or institutional pharmacy;
- (17) Regulation of telepharmacy;
- (18) The minimum standards for a charitable clinic pharmacy and rules regarding the applicable definition of a pharmacist-in-charge, who may be a volunteer, at charitable clinic pharmacies: *Provided*, That a charitable clinic pharmacy may not be charged any applicable licensing fees and such clinics may receive donated drugs.
- (19) Establish standards for substituted drug products;
- (20) Establish the regulations for E-prescribing;
- (21) Establish the proper use of the automated data processing system;
- (22) Registration and control of the manufacture and distribution of controlled substances within this state.
- (23) Regulation of pharmacies;
- (24) Sanitation and equipment requirements for wholesalers, distributors and pharmacies.
- (25) Procedures for denying, suspending, revoking, reinstating or limiting the practice of a licensee, permittee or registrant;

- (26) Regulations on prescription paper as provided in section five, article five-w, chapter sixteen;
- (27) Regulations on controlled substances as provided in article two, chapter sixty-a;
- (28) Regulations on manufacturing, distributing, or dispensing any controlled substance as provided in article three, chapter sixty-a;
- (29) Regulations on wholesale drug distribution as provided in article eight, chapter sixty-a;
- (30) Regulations on controlled substances monitoring as provided in article nine, chapter sixty-a;
- (31) Regulations on Methamphetamine Laboratory Eradication Act as provided in article ten, chapter sixty-a;
- (32) Establish and maintain an official prescription paper program; and
- (33) Any other rules necessary to effectuate the provisions of this article.
- (b) The board may provide an exemption to the pharmacist-in-charge requirement for the opening of a new retail pharmacy or during a declared emergency;
- (c) The board, the Board of Medicine and the Board of Osteopathic Medicine shall jointly agree and propose rules concerning collaborative pharmacy practice for legislative approval in accordance with the provisions of article three, chapter twenty-nine-a of the code;
- (d) The board with the advice of the Board of Medicine and the Board of Osteopathic Medicine shall propose rules for legislative approval in accordance with the provisions of article three, chapter twenty-nine-a of this code to perform influenza and pneumonia immunizations, on a person of eighteen years of age or older. These rules shall provide, at a minimum, for the following:
- (1) Establishment of a course, or provide a list of approved courses, in immunization administration. The courses shall be based on the standards established for such courses by the Centers for Disease Control and Prevention in the public health service of the United States Department of Health and Human Services;
 - (2) Definitive treatment guidelines which shall include, but not be limited to, appropriate observation for an adverse reaction of an individual following an immunization;
 - (3) Prior to administration of immunizations, a pharmacist shall have completed a board approved immunization administration course and completed an American Red Cross or American Heart Association basic life-support training, and maintain certification in the same.
 - (4) Continuing education requirements for this area of practice;
 - (5) Reporting requirements for pharmacists administering immunizations to report to the primary care physician or other licensed health care provider as identified by the person receiving the immunization;
 - (6) Reporting requirements for pharmacists administering immunizations to report to the West Virginia Statewide Immunization Information (WVSI);
 - (7) That a pharmacist may not delegate the authority to administer immunizations to any other person; unless administered by a licensed pharmacy intern under the direct supervision of a pharmacist of whom both pharmacist and intern have successfully completed all board required training; and
 - (8) Any other provisions necessary to implement the provisions of this section.
- (e) The board, the Board of Medicine and the Board of Osteopathic Medicine shall propose joint rules for legislative approval in accordance with the provisions of article three, chapter twenty-nine-a of this code to permit a licensed pharmacist or pharmacy intern to administer other immunizations such as Hepatitis A, Hepatitis B, Herpes Zoster and Tetanus. These rules shall provide, at a minimum, the same provisions contained in subsection (d)(1) through (d)(8) of this section.

(f) All of the board's rules in effect and not in conflict with these provisions, shall remain in effect until they are amended or rescinded.

Note: WV Code updated with legislation passed through the 2015 Regular Session

The WV Code Online is an unofficial copy of the annotated WV Code, provided as a convenience. It has NOT been edited for publication, and is not in any way official or authoritative.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

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

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

WV Pharmacists Recovery Network Inc.

Company



Authorized Signature

5/03/2016

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

WEST VIRGINIA PHARMACISTS RECOVERY NETWORK

*Response to Request for Quotation for Peer Assistance
Program for the WV Board of Pharmacy*

CRFQ 0913 PHB1600000002

Gary M. Brown, Executive Director

5/03/2016



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WV PHARMACISTS RECOVERY NETWORK INC.

PO Box 4944, Charleston, WV 25364

Ms. Melissa Pettrey, Buyer-Purchasing Division

2019 Washington Street East, Charleston, WV 25305

MS. PETTREY

The WV Pharmacists Recovery Network is pleased to respond to the request for quotation for the operation of a peer assistance program for the WV Board of Pharmacy. We have been operating this program for the Pharmacy Board in WV since its inception in 2004. During that time we were the first program of this kind to be established in West Virginia and have provided this service for the board of pharmacy ever since. We have assisted hundreds of pharmacists over the years to achieve long term sobriety and recovery from substance use/mental health disorders in most cases with them returning to practice, but more importantly to a state of health and wellness while at the same time protecting patients.

We have a 90% success rate in this endeavor measured by a pharmacist completing their 5 year monitoring contract with no recurrent issues or evidence of relapse. We currently employ a drug screening program that includes random urinalysis testing in addition to quarterly hair testing to ensure program compliance. We also use GPS tracking to confirm meeting attendance as well as monthly check ins with participants and required counseling with registered substance abuse counselors.

We currently operate an integrated program that serves the pharmacy, dental, and nursing professions. The advantages to this approach are numerous, decreased costs for staffing and logistical support, increased influence in the treatment community facilitating better pricing for clients, and increased awareness in the legal arena if advocacy in that arena is necessary for a client.

We currently have the required board in place to meet contract requirements and they have decades of combined experience in the substance abuse field and the field of pharmacy. Our staff has over 20 years of combined experience treating impaired health professionals and navigating the sometimes complicated issues that arise in that arena. We have been a 501c3 non-profit organization and a registered vendor for the state of West Virginia since 2004, and in addition we are registered with the Secretary of state, and are insured through BRIM.

The WVPRN was instrumental in the establishment of the legislation that has been a model for other programs of this type currently in existence in the state.

We will be able to meet all requirements of the contract with currently employed staff, and already have all the infrastructure to perform the work in place.

SINCERELY

A handwritten signature in black ink, appearing to read 'Mike Brown', with a long horizontal flourish extending to the right.


MIKE BROWN, EXECUTIVE DIRECTOR WVPRN


REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network


Bid No. CRFQ 09I3 PHB I600000002 Reqs.
WV BOP PEER ASSISTANCE PROGRAM

REQUEST FOR QUOTATION SUBMITTED BY WV
PHARMACISTS RECOVERY NETWORK INC.

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

3.1. The WVPRN must be an entity established for the purpose of providing peer-to-peer programs and assistance for West Virginia licensed pharmacists, pharmacy students, pharmacy interns and pharmacy technicians who have substance abuse/dependence, or who are impaired by alcohol, drugs or psychological circumstance. In order for this to be a true peer organization, the WVPRN must be governed by an independent board of directors comprised of a minimum of 5 pharmacists actively licensed to practice pharmacist care in West Virginia, and may also include one or more pharmacy technicians and interns actively licensed or registered in West Virginia. 

3.2. Have an administrator or clinical director (referred to in Rule § 15-10-2.2, Attachment B, as the "executive director") selected by the WVPRN Committee to administer the WVPRN. 

3.3. Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award. 

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below. The WVPRN Vendor will agree to provide:

- 4.1.1 Identification of pharmacy professionals who may have Substance abuse/Mental health difficulties that would impair them from practice. *Vendor currently performs the above service for the Board.* ✓
- 4.1.2 Investigation of individuals who may (or may not) have the above mentioned issues, with intervention if the evidence of impairment from these conditions does in fact exist. *Vendor currently performs above service for the board.* ✓
- 4.1.3 Maintain an independent board of pharmacy professionals that makes decisions regarding the assessment, treatment, and (if possible) re-employment of these individuals in the practice of pharmacy. *Vendor is a 501c3 corporation whose independent board is comprised of pharmacy professionals.* ✓
- 4.1.4 Provide services for assessment of affected individuals to determine the level of care required and then tailor a treatment plan to meet the needs of the individual and ensure remission before re-entering into practice. *Vendor currently provides individualized assessment and tailored treatment plans.* ✓
- 4.1.5 Provide education at pharmacy schools to increase awareness of substance-use-disorder in the profession of pharmacy and to encourage early identification and treatment of at risk individuals. *Vendor currently provides education at all 3 schools of pharmacy.* ✓
- 4.1.6 Provide continuing education on the subjects of PRN programs and the phenomenon of addiction in the profession of pharmacy. *Vendor currently performs the above requirement.* ✓
- 4.1.7 Following treatment of affected individuals, provide after-care services and monitoring contracts, consisting of components determined by the PRN as necessary on a case-by-case basis per its contracts with the affected individuals, and including such items as drug screening, individual meetings and conferences, follow-up with treaters, restricting practice areas based upon abilities and status of recovery, job-monitoring, and other things within the purview and expertise of the PRN program. *Vendor currently utilizes 2-5 year mental health contracts, and 5 year substance use disorder contracts.* ✓
- 4.1.8 Provide 24 hour per day/7 day per week real-time monitoring of individuals under contract to ensure compliance with contract conditions. *Vendor currently provides the above service 7 days a week.* ✓

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

- 4.1.9 Maintain a random drug screen program to ensure client adherence to contract *Vendor currently uses Recovery Trek to administer random urine and hair screens.* ✓
- 4.1.10 Monitor clients participation in counseling sessions and AA/NA meetings to ensure compliance *Vendor currently receives counseling reports and utilizes GPS tracking of meeting attendance.* ✓
- 4.1.11 Collaborate with the WV Board of Pharmacy when required to discuss client cases, review yearly budgets, or occasionally to assist in investigations. *Vendor available to advocate for clients, and assist in client involved investigations* ✓
- 4.1.12 Vendor shall provide at least one phone/fax line at its offices for general communication for purposes of its business. *Vendor has centralized office with phone, email, and fax.* ✓
- 4.1.13 Vendor shall provide a web site for the life of the contract to provide information about the PRN, its services, and how to come under its care. Vendor must have the website set up and available within 30 days of awarding of a contract per this solicitation. *Vendor currently has and maintains a website for this service* ✓
- 4.1.14 Comply with all requirements in West Virginia Code of State Rules Title 15, Series 10, Attachment B, applicable to the WVPRN. *Vendor currently complies with above mentioned WV Code* ✓
- 4.1.15 Vendor will include in their bid the cost of optional Annual renewals for years 2, 3 and 4. These optional Annual renewals will be initiated by agency request with vendor approval and processed under the authorized under the authority of the Purchasing Division. *Above mentioned page attached with prices for annual renewals.* ✓

5. CONTRACT AWARD:

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

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

5.2 Pricing Page: Vendor should complete the Pricing Page by entering its bid amounts for the "Unit Cost" and "Extended (Annual) Cost" for the initial term of the contract, and for the optional renewal terms, and then entering the "Total Bid Amount". The Unit Cost is the monthly cost that will be billed to the agency; the Extended (Annual) Cost is the total annual cost of the contract, which must equal the product of the Unit ✓

REQUEST FOR QUOTATION
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Cost multiplied by 12. The Total Bid Amount must equal the sum of amounts entered for the Extended (Annual) Cost of the initial contract term plus the optional renewal terms. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. *Vendor acknowledges both above and below requirements.*

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

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract. *Acknowledged*
7. **PAYMENT:** Agency shall pay a flat fee, payable in installments, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. *Vendor acknowledges*
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. *Acknowledged*
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.
Vendor acknowledges all facilities access requirements

REQUEST FOR QUOTATION
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10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

Contract Manager: Gary M. Brown
Telephone Number: (304)533-6844
Fax Number: (606)832-0077
Email Address: mbrown@wvprn.com

WV Pharmacist Recovery Network Staff Overview

Background of organization/staff

- The WV Pharmacists Recovery Network's core support staff has well over 30 years of combined experience assisting health professionals who suffer from substance use disorder. We have been in operation longer than any other program of this type in West Virginia, helping hundreds of individuals, and successfully fostering an environment of self-reporting which has led to an increased number of client enrollments in our program. A brief description of our current staff appears below.

GARY M. BROWN RPH, EXECUTIVE DIRECTOR

- Mr. Brown has been Executive Director for the WV Pharmacists Recovery Network for the last 5 years. During this time the number of clients enrolled in the program has effectively doubled, in part because of his educational program efforts at the schools of pharmacy across the state. Mr. Brown also brokered an agreement with the WV Board of Dentistry to enable the program to help more health professionals with this problem. He also functions as a special investigator for the WV Board of Pharmacy. He also has past experience designing quality assurance programs in retail pharmacy practice, and monitoring health care professionals in recovery.

JAMES BENNETT, ON STAFF COUNSELING CONSULTANT/PROGRAM CONSULTANT

- Mr. Bennett has over 20 years of experience assisting multiple professionals including nurses, doctors, pharmacists, and dentists with substance use disorders. He currently is the staff counselor with the pharmacy and dental programs. His areas of expertise cover a myriad of disciplines in the psychology field. He currently holds a Master of arts in Community Agency Counseling, Master of arts in Clinical Psychology, LPC, NCC, MAC, LSW, which are Masters of arts as a Licensed Professional Counselor, Nationally Certified Counselor, Master Addiction Counselor, and Licensed Social Worker. He will function as an expert on staff for intake calls if the need arises, supervise all areas involving education of facilitators and evaluators and determine criteria for assessment/evaluation and along with Mr. Brown decide on the level of care that is required for clients.

SUSAN JARVIS, CHIEF FINANCIAL OFFICER/ADMINISTRATIVE ASSISTANT

- Ms. Jarvis has a bachelors of science in education. She previously worked in the University of Charleston's school of pharmacy's office for research and development, where she helped coordinate grant procurement for the department and ensured timely compliance with the grant procedures. She has been administrative assistant to the WV Pharmacist Recovery Network for the last 5 years, where she has assisted the program in all clerical areas including report preparation, monitoring duties, and administrative tasks. She currently is also serving in the capacity as Chief Financial Officer.



The West Virginia Pharmacist Recovery Network

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THE WEST VIRGINIA PHARMACIST
RECOVERY NETWORK , CORP.

**“ Protecting patients, pharmacists and
families one day at a time ”**

The West Virginia Pharmacist Recovery Network also known as the WVPRN is a peer run, non-profit pharmacy (501c3) organization dedicated to the identification, treatment, monitoring and support of pharmacy personnel impaired by medications, alcohol or psychiatric disorders.

The purpose of the WVPRN is to accomplish the following:

- Identify individuals who may be impaired by alcohol, drugs or a psychiatric disorder before patients, pharmacist or families are hurt and before the state Board of Pharmacy must intervene.
- Evaluate the individual's nature and severity of impairment.
- Provide *complete confidentiality* while providing a contract, a treatment plan, and a monitoring plan.
- Provide a support network to allow pharmacy personnel to continue their career in pharmacy as much as possible.
- Protect the public, family and friends from potential dangers and the destruction of relationships that may occur when a pharmacist is chemically or psychiatrically impaired.
- Provide hope and assistance to any pharmacy personnel in achieving a productive and successful recovery.

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The West Virginia Pharmacist Recovery Network (WVPRN) is a 501C3 non-profit organization commissioned by the West Virginia Board of Pharmacy in July 2003. The Board formally appointed an Executive Director on January 2, 2004. The purpose of the WVPRN is to provide a peer reviewed service for pharmacists, pharmacy interns, pharmacy students and pharmacy technicians that may have substance abuse issues with alcohol or controlled substances or that may have psychiatric issues potentially effecting public safety. The WVPRN provides a 24 hour a day 7days a week phone line for pharmacists, technicians and interns to call when they may need help before the State Board of Pharmacy is forced to intervene.

Anyone suspecting a pharmacist, technician or intern of substance abuse may also call this number to report his or her concerns. All information reported and collected by the WVPRN remains confidential and may not be reported to the Board of Pharmacy unless issues of drug diversion other than self medication is present or if they refuse to enter an agreement with the WVPRN when a problem clearly exists. When a pharmacist, technician or intern enters this program they are allowed to keep their license as long as they meet the agreement requirements per the WVPRN compliance committee. Members of the WVPRN Committee provide peer support and direction. Funding for the WVPRN is part of state licensing fees for pharmacists, technicians and interns.

The WVPRN Committee consists of 9 members, 6 pharmacists, 1 pharmacy technician, and 2 students from the state's schools of Pharmacy.

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West Virginia Board of Pharmacy



- CS Monitoring Program
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WEST VIRGINIA PHARMACIST RECOVERY NETWORK



INVESTIGATOR
Mike Brown
Executive Director

The West Virginia Pharmacist Recovery Network
 P.O. Box 4944 Charleston, WV 25364
 (304) 533-6844

www.wvprn.com

Latest News

- Pharmacists have a Corresponding Responsibility to Prevent Drug Diversion
- "The New Heroin Epidemic", a feature article in The Atlantic
- Red Flags Training Video for Pharmacists at AWA RxE
- DEA files Controlled Substances Disposal Regs
- FDA: USE MEDICINES WISELY CAMPAIGN

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President:

Jay Effland Rph (Hospital Pharmacy)

Chief Financial Officer/Administrative Specialist:

Susan Jarvis

Treasurer:

Aaron Sturgeon, Pharm. D.

Secretary:

Barbie Covelli Rph (Retail Pharmacy)

Executive Director:

Mike Brown RPH

Pharmacy Student Representative:

Sara Mantick, West Virginia University
Brian Hancock, University of Charleston
Aaron Williamson, Marshall University

Technician Representative:

Clayton Pishner

Board Directors:

Monte Hoffman Rph
Elaine Loizos, Rph
Steven Greene Rph
Andrew Macdonald Rph
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Melissa Zaczyk RDH

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ADDITIONAL INSURED: WVPKN
14 PO BOX 4946
CHARLESTON WV 25364

CERTIFICATE NO: [REDACTED] - Nov 22, 2010

This certifies that the insured named above is an Additional Insured for the Coverage indicated below under General Liability Policy GL 9575159 and Automobile Policy CA 5339559 issued to the State of West Virginia by NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA.

COVERAGE PERIOD: Jul 1, 2015 to Jul 1, 2016 12:01 a.m. Eastern Time

COVERAGE AFFORDED: Comprehensive General Liability Insurance
Personal Injury Liability Insurance
Professional Liability Insurance
Stop Gap Liability Insurance
Wrongful Act Liability Coverage
Comprehensive Auto Liability Coverage
Auto Physical Damage Insurance
Garagekeepers Insurance

LIMIT OF LIABILITY: \$1,000,000 each occurrence and is SUBJECT TO \$2,500 DEDUCTIBLE. *For all coverages combined.
This limit is not increased if a claim is insured under more than one coverage or if claim is made against more than one insured.

SPECIAL LIMITS: The auto physical damage limit is the actual cash value of each vehicle subject to a deductible of \$1,000.

CLAIM REPORTING: Claims should be reported to:
Claim Manager
West Virginia Board of Risk & Insurance Management
90 MacCorkle Avenue S.W. Suite 203
South Charleston, West Virginia 25303

Claims Made Prior Acts Date: November 22, 2010

THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS SUBJECT TO ALL OF THE TERMS, CONDITIONS, EXCLUSIONS AND DEFINITIONS IN THE POLICIES. IT IS A CONDITION PRECEDENT OF COVERAGE UNDER THE POLICIES THAT THE ADDITIONAL INSURED DOES NOT WAIVE ANY STATUTORY OR COMMON LAW IMMUNITY CONFERRED UPON IT.

BY: 

AUTHORIZED REPRESENTATIVE

DATED: June 6, 2015

AGENT OF RECORD: USI INSURANCE SERVICES
BLUEFIELD VA
745 S. COLLEGE AVE 1ST FL
BLUEFIELD VA 24605

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; 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.

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: WV Pharmacists Recovery Network Inc.

Signed: _____

Date: 5/03/2016

Title: Executive Director

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

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: WV Pharmacist Recovery Network Inc.

Authorized Signature: [Signature] Date: 5/03/2016

State of Kentucky

County of Letcher, to-wit:

Taken, subscribed, and sworn to before me this 3 day of May, 2016

My Commission expires May 9, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 08/01/2015)