



West Virginia Tobacco Quitline Proposal

Submitted: April 18, 2017

04/18/17 08:56:47
Purchasing Division

Contact: D. Scott Jarrett, CFO
First Choice Services, Inc.
601 Morris Street
Suite 401
Charleston, WV 25301
Phone: (304) 344-2213 x1101
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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: 235541

Doc Description: Tobacco Cessation Quitline

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2017-03-15 | 2017-04-18 13:30:00 | CRFQ 0506 EHP1700000006 | 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: First Choice Services, Inc.
 601 Morris Street
 Suite 401
 Charleston, WV 25301
 (304) 344-2213 x1101

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 568-2307
 mark.a.atkins@wv.gov

Signature X

FEIN #

26-2900507

DATE

4/17/17

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

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------------------|-------|------------|------------|-------------|
| 1 | Intake/Eligibility Verification | 4,000 | | 43.00 | 172,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :
Section 4.1.2 Intake eligibility verification

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-------|------------|------------|-------------|
| 2 | Coaching Call #1 | 4,000 | | 22.00 | 88,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :
Section 4.1.4.1 Coaching call #1

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-------|------------|------------|-------------|
| 3 | Coaching Call #2 | 3,800 | | 21.00 | 79,800 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :

Section 4.1.4.1 Coaching call #2

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-------|------------|------------|-------------|
| 4 | Coaching Call #3 | 3,500 | | 21.00 | 73,500 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :

Section 4.1.4.1 Coaching call #3

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-------|------------|------------|-------------|
| 5 | Coaching Call #4 | 3,000 | | 21.00 | 63,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :

Section 4.1.4.1 Coaching call #4

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------|-------|------------|------------|-------------|
| 6 | Reactive Calls #1-4 | 1,000 | | 2.00 | 2,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :
Section 4.1.4.2 Reactive calls #1-4

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------------------|-------|------------|------------|-------------|
| 7 | Nicotine Patch 21mg-1 patch per day | 3,000 | | 36.00 | 108,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :
Section 4.4.1.4.2 Nicotine patch 21 mg 1 patch per day

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------------------|-------|------------|------------|-------------|
| 8 | Nicotine Patch 14mg-1 patch per day | 2,500 | | 36.00 | 90,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :

Section 4.4.1.4.2 Nicotine patch 14 mg 1 patch per day

| INVOICE TO: | | SHIP TO: | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------------------------|-------|------------|------------|-------------|
| 9 | Nicotine Patch 7mg-1 patch per day | 2,500 | | 36.00 | 90,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :

Section 4.4.1.4.2 Nicotine patch 7 mg 1 patch per day

| INVOICE TO: | | SHIP TO: | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-------|------------|------------|-------------|
| 10 | Nicotine Gum 2mg & 4mg-24 Pieces per day | 2,000 | | 39.00 | 78,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :

Section 4.4.1.4.1 Nicotine Gum 2mg and 4mg 24 pieces per day

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-------|------------|------------|-------------|
| 11 | Nicotine Lozenge 2mg & 4mg-20 lozenges per day | 1,500 | | 60.00 | 90,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :
Section 4.4.1.4.3 Nicotine Lozenge 2mg and 4mg 20 lozenges per day

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------------|-----|------------|------------|-------------|
| 12 | Follow up survey (7months) | 12 | | No charge | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :
Section 4.5.2 Follow up survey

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------------------|-----|------------|------------|-------------|
| 13 | Independent Quitline Evaluation | 1 | | No Charge | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
|-----------|--------------|---------------|---------|

81111508

Extended Description :
Independent Quitline evaluation

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-------|------------|------------|-------------|
| 14 | Section B Intake/Eligibility Verification | 5,000 | | 22.00 | 110,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
|-----------|--------------|---------------|---------|

81111508

Extended Description :
Section 4.4.2 Section B Intake/Eligibility Verification

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-------|------------|------------|-------------|
| 15 | Coaching Call #1 | 5,000 | | 43.00 | 215,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
|-----------|--------------|---------------|---------|

81111508

Extended Description :
Section 4.4.8 Coaching Call #1

| INVOICE TO: | | SHIP TO: | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-------|------------|------------|-------------|
| 16 | Coaching Call #2 | 4,500 | | 21.00 | 94,500 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :
Section 4.4.8 Coaching call #2

| INVOICE TO: | | SHIP TO: | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-------|------------|------------|-------------|
| 17 | Coaching Call #3 | 4,000 | | 21.00 | 84,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :
Section 4.4.8 Coaching Call #3

| INVOICE TO: | | SHIP TO: | |
|--|--|---|--|
| PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV25301-3715 US | | PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - EPIDEMIOLOGY AND HEALTH PROMOTION 350 CAPITOL ST, RM 515 CHARLESTON WV 25301-3715 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-------|------------|------------|-------------|
| 18 | Coaching Call #4 | 3,000 | | 21.00 | 63,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :
Section 4.4.8 Coaching call #4

| INVOICE TO: | | SHIP TO: | |
|---|--------------|---|---------------|
| PURCHASING DIRECTOR - 304-356-4095 | | PURCHASING DIRECTOR - 304-356-4095 | |
| HEALTH AND HUMAN RESOURCES | | HEALTH AND HUMAN RESOURCES | |
| BPH - EPIDEMIOLOGY AND HEALTH PROMOTION | | BPH - EPIDEMIOLOGY AND HEALTH PROMOTION | |
| 350 CAPITOL ST, RM 515 | | 350 CAPITOL ST, RM 515 | |
| CHARLESTON | WV25301-3715 | CHARLESTON | WV 25301-3715 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|-------|------------|------------|-------------|
| 19 | Reactive Calls 1-4 | 2,000 | | 2.00 | 4,000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111508 | | | |

Extended Description :
Section 4.4.9 Reactive calls 1-4

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|---------------|------------|
| 1 | Questions Due | 2017-04-07 |

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

D. Scott Jarrett

(Name, Title)

Chief Financial Officer, First Choice Services, Inc.

(Printed Name and Title)

601 Morris Street, Suite 401, Charleston, WV 25301

(Address)

(304) 344-2213 x1101 (304) 344-5845

(Phone Number) / (Fax Number)


scott@1stchs.com

(email address)

CERTIFICATION AND SIGNATURE: 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.

First Choice Services, Inc.

(Company)

 VP-CFO

(Authorized Signature) (Representative Name, Title)

D. Scott Jarrett, Chief Financial Officer

(Printed Name and Title of Authorized Representative)

April 17, 2017

(Date)

(304) 344-2213 x1101 (304) 356-5845

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 EHP1700000006

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 checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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 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.

First Choice Services, Inc.
Company
 VP-CFO
Authorized Signature
4/17/17
Date

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

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: First Choice Services, Inc.

Authorized Signature: [Signature] VP-CFO Date: 4/17/17

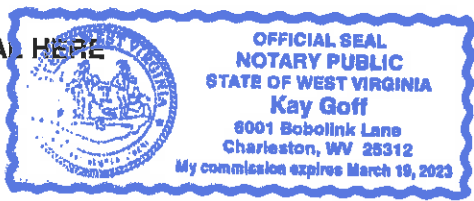
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 17th day of April, 2017.

My Commission expires March 19, 2023

AFFIX SEAL HERE



NOTARY PUBLIC Kay Goff

Attachment 7
WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and

Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and.

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

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

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

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

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

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

4. Addendum Administration.

- a. Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

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

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 17


Patrick Morrisey
Attorney General
BY _____

AGREED:

Name of Agency:

Signature: _____

Title: _____

Date: _____

Name of Associate: First Choice Services Inc.

Signature:  _____

Title: VP-CFO

Date: 4/17/17

Appendix A

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

Name of Associate:

Name of Agency: WV DHHR /

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

Personal Identifiable Information-Any and all personally identifiable information including but not limited to patient name, address, date of birth, social security number, telephone number, and insurance information.

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: First Choice Services, Inc. Signed: [Signature]
Date: 4/17/17 Title: VP-CFO

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

3. Qualifications:

First Choice Services, Inc., a West Virginia based non-profit is pleased to submit the proposal in answer to the Tobacco Quitline Request for Quotations (RFQ) First Choice Services (FCS) was established by First Choice Health Systems, Inc. (FCHS) in 2008. FCHS was formed 20 years ago by a consortium of behavioral health providers in West Virginia. The organization's mission is to merge resources and combine high quality clinical practices with sound business principles to administer programs in a way that produces measurable results. FCHS includes these organizations: Pretera Center, Highland Hospital, Westbrook Health Services, Healthways Inc., Potomac Highlands Guild, Valley HealthCare, and the Alliance for Children. FCS was established to broaden the array of services offered in the community and to ensure that vulnerable and at-risk individuals and families have access to quality and appropriate behavioral health services. The company has successfully managed several grant-funded programs including multiple helplines and data/evaluation of other statewide programs.

The current programs are:

- The Problem Gamblers Help Network of West Virginia (1-800-GAMBLER) - 24/7 helpline for those seeking help for gambling addiction.
- Help4WV - 24/7 resource and referral center designed to streamline the process of seeking help for substance abuse and behavioral health issues.
- WV NaviCare - free health insurance counseling and guided enrollment in the Health Care Marketplace and Medicaid funded through the Centers for Medicare and Medicaid Services (CMS).
- National Suicide Prevention Lifeline - 24/7 crisis intervention for callers who are at risk for suicide attempts, including initiating emergency services if necessary.
- PA Get Help Now - 24/7 resource and referral center designed to streamline the process of seeking help for substance abuse and behavioral health issues for Pennsylvania residents.
- The Adaptive Telehealth program - platform developed by FCS that enables consumers to access health services and meet with service providers through secure online video conferencing. This includes any computer, tablet, or smart phone.
- FCS also provides contract data and evaluation services to Partnerships for Success, a substance abuse prevention initiative as well as two counties in West Virginia that have Drug Free Communities grants from the Office of National Drug Control Policy.

Steve Burton and Scott Jarrett will provide general program oversight to the Tobacco Quitline. Steve is a Chief Executive Officer (CEO) of FCS. He has a MSW from WVU and is a licensed certified social worker. Steve has been CEO since 2008. Vice-president/Chief Financial Officer (CFO) Scott Jarrett has over 20 years of experience in program, personnel, and financial management for non-profit organizations. Scott has a BA from West Virginia University and has been CFO since 2011.

3.1 Quitline Coaches - FCS currently employs several staff who are qualified to become Tobacco Cessation Coaches. While FCS anticipates hiring additional staff to serve as Quitline

coaches, these staff members will assist in onboarding and training the new staff and will be available to serve as back-up to the new Quitline coaches when necessary. These individuals cumulatively have over twenty-five years of experience in counseling and helpline services. They have received extensive training in motivational interviewing and the Transtheoretical Model of Change. Additionally, they have been trained in HIPAA compliance, suicide intervention, and Mental Health First Aid. The individual qualifications of these four staff members are listed below and their resumes are attached. The staff listed below, as well as the newly hired coaches, will attend the Certified Tobacco Treatment Specialist (CTTS) training scheduled May 15-19, 2017. All Tobacco Quitline staff must be tobacco and drug free.

Ludwig Balbuena

Ludwig Balbuena has a Bachelor of Arts in Psychology from West Virginia University and Master of Arts in Public Administration from Marshall University. Ludwig has been on the clinical services staff at FCS since May 2012. He provides telephone counseling services to clients with substance use disorders, mental health disorders, and gambling disorders. Ludwig is currently an Assistant Program Director, providing supervision for the Pennsylvania Get Help Now substance abuse line, which is operated by FCS.

Ashton Goff

Ashton Goff has a Bachelor of Arts Degree in Psychology from West Virginia University with minors in Child Development and Family Studies. She is currently completing a Masters in Counseling at Marshall University. Ashton has been with FCS since 2016. She provides telephone counseling services to clients with substance use disorders, mental health disorders, and gambling disorders.

Sheila Moran

Sheila Moran is a LSW with a Bachelor of Social Work Degree from Marshall University and Master of Social Work Degree from West Virginia University. Sheila has provided direct counseling services on a crisis stabilization unit and in the hospital setting. She began her career at First Choice Health Systems as the Director of Quality Assurance and also served as the Director of the Problem Gamblers Help Network. In each of these roles she provided telephone counseling services to callers with problem gambling disorders. Sheila is also a Nationally Certified Gambling Counselor and has provided over 1,000 interventions on the problem gambling helpline. Sheila has been employed at First Choice since January 2003.

Brittany Shawver

Brittany Shawver is the Assistant Director for 1-844-HELP4WV. Brittany attended Marshall University where she earned her Bachelor of Arts degree in Education. Brittany then completed a Master's degree in Clinical Mental Health Counseling from Marshall University Graduate College. Brittany has been working at FCS since August 2015. She is currently certified in Applied Suicide Intervention Skills Training, Substance Abuse Prevention Skills Training, and HIPPA Privacy and Security. In her role with HELP4WV she provides telephone counseling services to clients with

substance use disorders, mental health disorders, and gambling disorders and also supervises call agents.

3.2 Quitline Program Manager/Coach – FCS currently employs a program manager that has eight years of experience in managing a tobacco cessation program. If awarded the contract, this person will become the Quitline Program Manager. Her qualifications are listed below and her resume is attached.

Heather McDaniel

Heather McDaniel is the Director of Helpline Services for FCS. Heather attended West Liberty University and WV State University where she obtained a Bachelor of Arts in Psychology. Heather has been employed with FCS since August 2015. She is currently certified in Applied Suicide Intervention Skills Training, HIPAA Privacy and Security and has 8 years of experience supervising tobacco cessation programs, and helplines. In her role at First Choice she provides direct supervision to a staff of fifty call agents, five recovery coaches, and three assistant program directors. She coordinates scheduling, training of new and current employees, and manages any issues that may arrive with staff or clients. She also provides weekly and monthly reports regarding all current helplines.

3.3 Clinical/Medical Director –

Dr. Norman J. Montalto, D.O., FAAFP

If awarded the Tobacco Quitline contract, FCS will engage Dr. Norman Montalto, D.O. Dr. Montalto is licensed to practice medicine in the State of West Virginia and is a recognized expert in the field of tobacco cessation. Additionally, he is certified by the American Board of Family Practice and the American Osteopathic Board of Family Physicians. Dr. Montalto has provided clinical services to the Tobacco Quitline for more than a decade.

3.4 NAQC Membership – Upon awarding of the contract, FCS will join the North American Quitline Consortium and provide individual memberships for the Division of Tobacco Prevention Tobacco Cessation Program Manager, the Quitline Evaluator, and the representative from the Bureau for Medical Services.

4. MANDATORY REQUIREMENTS

4.1 Division of Tobacco Prevention Requirements

4.1.1 Quitline Implementation

4.1.2 Eligibility Verification – FCS will ensure that only callers who cannot access tobacco cessation through other resources will receive services covered by Bureau for Public Health funds. This will be accomplished by screening each caller to determine if they might be eligible for

tobacco cessation services through other resources such as a health plan or their employer. Additionally, FCS will screen callers who do not have health insurance to determine if they might be eligible for Medicaid or a plan from the federally-facilitated marketplace. If such eligibility exists, the Quitline agent will transfer the caller to one of the certified navigators employed by FCS in the WV Navigare program for enrollment assistance. WV Navigare is a program funded by the Center for Medicare and Medicaid services and operated by FCS that provides free health coverage enrollment assistance in the federally-facilitated marketplace or WV Medicaid.

If the Quitline staff determines that the caller has access to tobacco cessation services through another resource he or she will facilitate the transfer of that caller to the appropriate resource. In order to do this, FCS will develop and maintain a database of the top ten insurers in West Virginia and the contacts for their tobacco cessation programs.

All callers who are deemed eligible for cessation services through the Division of Tobacco Prevention will be screened using the Minimum Data Set Questions developed by the North American Quitline Consortium as well as any screens that are indicated for special populations. The responses to the MDS screening will be recorded and stored in iCarol, a cloud-based helpline data management system utilized by FCS. With iCarol, FCS has the ability to query the responses to both initial and follow-up screening questions for the purposes of evaluation. Designated staff of BPH and DTP will be provided with logins for iCarol so that they may also review records and query the information in the database.

4.1.3 Materials – In conjunction with BPH and DTP, FCS will purchase and/or develop culturally and linguistically appropriate materials to be distributed to Quitline callers. The materials will include brochures and leaflets and will be specific to the method of use (smoking, smokeless tobacco, electronic cigarettes) as well as specific populations (men, women, pregnant women, teens, ethnic groups, LGBTQ, etc.)

4.1.4 Phone-Based Counseling – FCS will provide comprehensive proactive and reactive phone-based counseling services to eligible Quitline callers. Counseling will include the creation of a quit plan which will include the following elements:

1. Assisting callers in selecting a quit date.
2. Educating callers about how to inform friends and family of their decision to quit.
3. Asking callers to identify smoking reminders and how they will remove those reminders.
4. Asking callers to identify triggers.
5. Assisting callers in developing coping strategies.
6. Sharing resources with callers that they can use for immediate help, including texting with the FCS Quitline coaches.
7. Assisting callers in identifying rewards for each milestone.

4.1.4.1 Proactive Phone Calls – FCS Quitline Coaches will contact enrolled participants every two weeks for a total of four proactive calls. Reminders for these proactive calls will be set in the caller's record in iCarol, the cloud-based helpline data management system utilized by FCS. The Quitline Coach will ask each caller the intake and follow-up questions identified on Attachment 2 – Quitline Coaching Call Requirements. The answers to these questions will be recorded and

stored in iCarol with the ability to query the responses of both the intake and follow-up questions for the purposes of evaluation.

4.1.4.2 Reactive Phone Calls – FCS Quitline Coaches will respond to up to four reactive coaching calls within 12 months from the date of participant enrollment. Participants may contact the coach for any of the following reasons:

1. Relapse prevention
2. Dealing with cravings
3. Coping with stress and anxiety
4. Dealing with grief and/or loss or other life events that would trigger relapse
5. Other supports

4.1.4.3 Web-based and Text Support Counseling – Participants will be given the option to receive email, text, and/or video conference based coaching through our Adaptive Telehealth and iCarol platforms. FCS will provide email and web-based coaching, with the ability to provide video counseling, if desired, through the Adaptive Telehealth platform. The Adaptive Telehealth platform is a system that can be used to provide secure, web-based video coaching, patient profiles, electronic health records, and secure email messaging. The system is compliant with both the HIPAA and HITECH Security Acts and is compatible with electronic health records, HL7, and C-CDA. FCS will use Adaptive Telehealth to provide video coaching sessions and securely transmit documents and email messages to both participants and providers. Adaptive Telehealth is a cloud-based system that can be accessed from personal computers, tablets, and smart phones. Video coaching is available to the caller so long as they have a device with an attached or built-in web camera. iCarol is a full capacity helpline software management system that automates all of the processes associated with managing helplines. FCS Quitline coaches will utilize an application within iCarol to text with the participants in order to provide text-based coaching services and reminders.

4.1.4.4 Special Populations – FCS commits to responding to the needs of special at-risk populations such as pregnant women and will provide services that are required by the Division of Tobacco Prevention (DTP) and the Office of Maternal Child and Family Health. FCS will work with the DTP to identify other special populations who may need additional assistance with tobacco cessation.

4.1.5 Nicotine Replacement Therapy – FCS will negotiate a contract with a supplier of nicotine replacement therapy (NRT) in order to have patches, gum, and lozenges shipped directly to participants who are eligible to receive NRT through the Quitline program.

4.1.5.1 NRT for BPH – FCS will authorize four two-week supplies to be directly shipped from the contracted supplier to all eligible participants who agree to more than one coaching interaction through call, video conference, email, or text. FCS will follow direction from the Bureau of Public Health (BPH) as to the need for dual therapy and amounts to be shipped to each caller.

4.1.5.2 For Medicaid – For eligible Medicaid recipients, FCS will contact Rational Drug Therapy, the authorizing body for Medicaid, to approve the participant’s prescription for NRT. This contact will be made through the HIPAA compliant cloud-based faxing system described in Section 4.1.6.

4.1.6 Fax Referral System and Electronic Health Records – FCS will use a HIPAA secure cloud-based faxing system to allow all West Virginia health care professionals, medical offices, dental offices, behavioral health care providers, or community organizations to fax referrals to the Quitline. The cloud-based faxing system selected utilizes industry-leading data protection and security combined with full 256-bit SSL encryption and all Public Health Information (PHI) is stored in redundant SSAE16/SAS70 Type II certified data centers. The system will allow Quitline administrators and staff to organize, manage, and send unlimited faxes from any internet connection. In addition to the secure faxing system, FCS will utilize the Adaptive Telehealth platform electronic health record system and encrypted email features to securely transmit data to healthcare providers.

4.1.7 – Electronic Communication - FCS will provide and maintain an easily accessible and usable website that allows participants to request enrollment for Quitline services. The website will include phone, text, chat, and email options to access coaching for Quitline services. FCS has a marketing and media director on staff dedicated to maintaining social media presence and promoting the Quitline. The Director will assure all posting is approved by the DTP before public viewing. FCS currently maintains four websites and six social media pages for our other helpline programs.

4.1.8 – Reporting Requirements and Designated Contact - FCS will provide progress reports as outlined in the reporting requirements. Heather McDaniel, Quitline Program Manager, will be the designated liaison to respond quickly, within a two-hour response time. She will address any problem/issues that may occur during a regular business day. This includes but is not limited to, questions about enrollment, NRT shipments, or other situations that may occur.

Vendor Capacity

4.2.1 Vendor Qualifications - FCS has qualified employees as identified in Section 3. FCS has in place a fully functioning call center, and all necessary equipment to answer and manage the Quitline and all of its provided services. FCS has successfully managed several state and federal grant-funded programs including multiple helplines and data and evaluation of other statewide programs.

- The Problem Gamblers Help Network of West Virginia (1-800-GAMBLER) includes a 24/7 helpline, a referral to one of the network’s gambling addiction specialists, educational mailings, follow-up calls, counselor-led support groups, family interventions, and intense weekend retreats.
- Help4WV is a 24/7 resource and referral center designed to streamline the process of seeking help for substance abuse and behavioral health issues. Callers are connected to community-based treatment programs and behavioral health services near them. Outreach and follow-up are major components of the program.

- WV NaviCare offers free health insurance counseling and guided enrollment in the Health Care Marketplace and Medicaid funded through Centers for Medicare and Medicaid Services (CMS).
- National Suicide Prevention Lifeline calls in the state of West Virginia are answered by FCS call agents. FCS provides 24/7 crisis intervention for callers who are at risk for suicide attempts, including initiating emergency services if necessary.
- PA Get Help Now is a 24/7 resource and referral center designed to streamline the process of seeking help for substance abuse and behavioral health issues for Pennsylvania residents.
- The Adaptive Telehealth program is a platform developed by FCS that enables consumers to access health services and meet with service providers through secure online video conferencing. This includes any computer, tablet, or smart phone.
- Partnerships for Success is a substance abuse prevention initiative in 12 counties across West Virginia focusing on building a stronger prevention infrastructure and working to foster positive community norms to help combat underage drinking and prescription drug abuse.
- FCS also provides contract data and evaluation services to two counties in West Virginia that have Drug Free Communities grants from the Office of National Drug Control Policy.

4.2.2 Call Tracking and Reporting – FCS will utilize iCarol, which was described in Section 4.1.6, as our computerized tracking system for Quitline activity. The system is able to provide accurate information on individual calls, as well as provide reports. FCS staff is fully trained to enter all caller information. iCarol collects customized fields that can track services provided, caller demographics and any other variables needed including caller referrals.

4.2.3 Data Access – FCS will provide complete access to all Tobacco Cessation Quitline data stored on the iCarol database to designated staff at BPH, DTP, BMS, OMCFH as well as the contracted external evaluator. Since iCarol is a cloud-based system, FCS can create a user profile for designated staff at the above listed agencies who require access to the information. FCS utilizes ShoreTel, an IP PBX system, for the management of phones for all of our helplines. FCS utilizes the reporting features in the ShoreTel management system to collect data on performance measures such as caller wait times, volume of calls received, volume of calls when a coach is not available, and abandoned calls.

4.2.4 Quitline Staff Training – FCS will assure complete training to all Quitline staff and coaches. Staff will be provided ongoing training to maintain understanding and comprehension of industry standards. Staff will be trained internally and externally and receive education resources to accommodate trainings. All staff will be trained at least quarterly on contract specifications and changes, customer service, tobacco cessation, and core coaching competencies, including motivational interviewing techniques. Current required trainings for FCS Employees include:

- FCS will ensure that all Quitline coaches are fully certified tobacco treatment specialists (CTTS).
- Motivational Interviewing (MI) is a goal-directed, client-centered counseling style for eliciting behavioral change by helping clients to explore and resolve ambivalence. The

operational assumption in MI is that ambivalent attitudes or lack of resolve is the primary obstacle to behavioral change, so that the examination and resolution of ambivalence becomes its key goal. MI has been applied to a wide range of problem behaviors related to alcohol and substance abuse as well as health promotion, medical treatment adherence, and mental health issues.

- Mental Health First Aid is an 8-hour course that gives people the skills to help someone who is developing a mental health problem or experiencing a mental health crisis. The evidence behind the program demonstrates that it does build mental health literacy, helping the public identify, understand, and respond to signs of mental illness.
- Cultural competency provides staff with the skills that are necessary to provide services in cross-cultural situations.
- Customer service training and practice is required of all staff. This training includes both a presentation and skills practice.
- Health Information Portability and Accountability Act (HIPAA) compliance courses have been completed by all FCS staff.
- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety.
- iCarol – Call agents are provided hands on training in data entry utilizing iCarol, the helpline database management system that is used by FCS to track data for our helplines.
- Documentation training is provided to ensure all staff have the skills necessary to record calls accurately in iCarol. Staff will practice the skill of documenting a call so that they gain practice in reporting the essential facts concisely and in a grammatical format that can be understood by their co-workers.

4.2.5 Staffing Plan – FCS will have a staff plan in place with Tobacco Quitline agents and coaches providing a live call response by Tobacco Quitline agents and/or coaches for a minimum of 64 hours per week. The hours will be Monday –Friday 10am-8:00pm and Saturday and Sunday 10:00am-5:00pm. For the remaining hours of each day when the Tobacco Quitline staff are off the clock the line will be answered by live agents in the FCS twenty-four hour call center. These agents will collect contact information for an immediate follow-up the next day during normal Quitline hours. Calls to the Tobacco Quitline will never be directed to a voicemail. They will always be answered by a live person.

4.2.6 Telephone System – FCS uses ShoreTel telephone management systems. FCS currently has 42 telephone stations in place, and with the addition of this grant, plans to add 12 more stations. The system manages all incoming and outgoing calls, and collects data such as time of call, length of call, missed calls, number of calls received, and wait time.

4.2.7 Response to High Call Volume – FCS will adjust scheduling of staff for any high call volume time frames. FCS will have a live helpline agent answering for the Quitline after hours. The agent will collect contact information for Quitline staff. Quitline staff will provide immediate follow-up during normal work hours.

4.2.8 Privacy and Confidentiality – FCS is committed to providing privacy and confidentiality for helpline callers. FCS assures the maintenance of all records in accordance with laws of the United States and the state of West Virginia. All FCS employees have completed courses specifically dealing with Health Information Portability and Accountability Act (HIPAA) compliance.

Enrollment and Eligibility

4.3.1 Demographic and Enrollment Data - FCS will use iCarol to collect all demographic information including but not limited to name, address, date of birth, telephone number, email address and all other NAQC MDS data.

4.3.2 Insurance Data – FCS will obtain and record insurance specifics and pregnancy status to keep with each caller profile in iCarol.

4.3.3 Assessment - FCS Quitline coaches will use the Fagerstrom Scale to evaluate participants on their willingness and motivation to quit.

4.3.4 Tobacco Use History - FCS will use the iCarol database to collect and store participants' tobacco history and current use, including participant's previous attempts to quit.

4.3.5 Consent for Follow-up – FCS will always obtain consent for a follow-up upon each participant enrollment.

Enrollment and Eligibility Protocol for OMCFH-Pregnant Smokers

4.4.1 Demographic and Enrollment Data - FCS will use iCarol to collect all demographic information including but not limited to name, address, date of birth, telephone number, email address and all other NAQC MDS data.

4.4.2 Insurance Data – FCS will obtain and record insurance specifics and pregnancy status for each caller.

4.4.3 Assessment - FCS coaches will use the Fagerstrom Scale to evaluate participants on their willingness and motivation to quit.

4.4.4 Tobacco History - FCS will use the iCarol database to collect and store participants' tobacco history and current use including participant's previous attempts to quit.

4.4.5 Consent for Follow-up - FCS will always obtain consent for a follow-up upon each participant enrollment.

Enrollment Eligibility Protocol for Medicaid

4.5.1 Demographic and Enrollment Data - FCS will use iCarol to collect all demographic information including but not limited to name, address, date of birth, telephone number, email address and all other NAQC MDS data.

4.5.2 Medicaid Eligibility Verification – FCS will call Molina Automated Voice Response System to obtain member eligibility verification information. If the member is not eligible, they

will not receive Quitline services. FCS will verify member eligibility for a second time before submitting billing to Medicaid.

4.5.3 Insurance and Pregnancy Data - FCS will obtain and record insurance specifics and pregnancy status to keep with their caller profile in iCarol. If the member is covered by an MCO, FCS will forward the call on to the appropriate MCO unless the MCO has contracted with FCS to provide tobacco cessation services.

4.5.4 Assessment - FCS coaches will use the Fagerstrom Scale to evaluate participants on their willingness and motivation to quit.

4.5.5 Tobacco History - FCS will use iCarol database to collect and store participant's tobacco history and current use including participant's previous attempts to quit.

4.5.6 NRT Prescription – FCS will direct the member to their primary care provider to obtain a prescription for NRT.

4.5.7 Rational Drug Therapy – FCS will contact Rational Drug Therapy to authorize prescription for NRT.

4.5.8 Proactive Coaching Calls – FCS Quitline coaches will contact the member every two weeks for a total of four proactive calls.

4.5.9 Reactive Coaching Calls – FCS will provide no more than four reactive coaching calls.

4.5.10 Attempts to Contact – If FCS Quitline coaches cannot contact the member by phone, email, or text then the case will be closed with notation that communication was attempted. The case will be closed upon completion of four unsuccessful calls to the member.

4.5.11 Benefit Limitations – FCS will limit the Medicaid member to one twelve-week treatment period per calendar year.

4.5.12 Benefit Exceptions for Pregnancy - All pregnant females will be given eligibility for additional courses of treatment for every pregnancy.

4.6 Nicotine Replacement Therapy (NRT)

4.6.1 Protocol for DTP

4.6.1.1 Description of Protocols – FCS will draft documents that describe the protocols for NRT that can be provided to Quitline participants, medical professionals, and the DTP. The protocols will follow the Mayo Clinic NDC Tobacco Dependence Treatment guidelines for NRT.

4.6.1.2 NRT Education for Callers – FCS will develop and distribute educational packets to callers about the various NRT options, the rationale behind the selection of a particular NRT method, and the process for being approved for NRT. The educational packet will also include information about the benefits and risks associated with NRT. Finally, the packet will explain how the NRT products will be delivered to the participant. This packet of information will be provided to the caller by US Mail and/or email.

4.6.1.3 Verification of Receipt of Educational Packet and NRT Shipments – FCS will utilize the USPS mail tracking system to verify the delivery of educational packets to Quitline callers. Email delivery of information to the caller will be tracked in the Adaptive Telehealth platform. FCS will require the NRT provider to use package tracking to verify delivery of NRT supplies to the callers.

4.6.1.4 NRT Supplies – FCS will contract with the NRT vendor to ship the following quantities of products to callers based on the method of NRT that is appropriate:

4.6.1.4.1 – Nicotine Gum – 2mg or 4mg – 24 pieces per day

4.6.1.4.2 – Nicotine Patch – 7mg, or 14mg, or 21mg – 1 patch per day

4.6.1.4.3 – Nicotine Lozenges – 2mg or 4mg – 20 lozenges per day

Selection of the NRT method for each caller will be based on the Mayo Clinic guidelines mentioned above.

4.6.1.4.4 Age Verification – FCS will require all callers to submit a copy of their drivers' license to verify their age. Callers under eighteen (18) years of age may not receive NRT without the express written consent of a parent or legal guardian and approval from a physician. FCS will develop a parental permission form and a physician approval form that must be submitted for underage callers who require NRT. These forms will be provided to the parent/guardian by US mail, email or fax. The forms can be returned to the Tobacco Quitline coach by US mail, email, or secure, HIPAA compliant fax.

4.6.1.5 NRT Smokeless/Heavily Addicted Dual Therapy – FCS will consult with the Quitline Medical Director when assisting callers who use smokeless tobacco or who by their level of tobacco usage appear to be heavily addicted. The Medical Director will make determinations on a case by case basis as to whether dual therapy (a combination of patches, gum and/or lozenges) should be offered to the caller.

4.6.2 Protocol for Medicaid

4.6.2.1 Rational Drug Therapy – FCS will contact Rational Drug Therapy to provide authorization for a Medicaid or MCO member to receive the approved drugs for tobacco cessation. Medicaid and MDO members are not eligible to receive shipments from the FCS NRT contracted vendor.

FCS will verify that the Medicaid member is eligible to receive NRT. FCS will guarantee that a prior authorization has been obtained. The products are limited to a maximum of the following:

- Nicotine Gum – 24 pieces per day
- Nicotine Patches – 1 patch per day
- Nicotine Lozenges – 20 lozenges per day
- Nicotine Inhaler – 168 inhalers per 30 days

- Nicotine Nasal Spray – 4 spray bottles per 30 days (this therapy is reserved for those who have failed with other forms of nicotine replacement therapy)
- Bupropion – 300 mg daily
- Varenicline – 2mg daily

Evaluation, Research, and Data Reporting

4.7.1 External Evaluator – FCS will contract with Dr. Keith J. Zullig, PhD, MSPH, FASHA, from WVU as the external evaluator to conduct an annual evaluation of Quitline services. Dr. Keith J. Zullig is a Professor in the Department of Social and Behavioral Sciences at the West Virginia University School of Public Health. Dr. Zullig’s research interests include adolescent and young adult health risk behavior, quality of life research, substance use intervention research, and non-academic factors that impact student learning and health outcomes. His research has been supported by the U.S. Department of Education, Substance Abuse and Mental Health Services Administration, and National Institutes of Health. FCS will use the NAQC MDS follow-up survey evaluation methods. The evaluation will include participant satisfaction, seven-month quit rates, and perform bivariate analysis to determine correlations between participant demographics, satisfaction, and quit rates. The external evaluator will use seven-month quit rates to calculate both intent-to-treat and respondent rates.

4.7.2 Satisfaction Surveys – FCS will conduct seven month follow-ups on all participants, with a minimum response rate of 40% by utilizing multiple points of contact including mail, email, and/or text notifications and phone surveys. FCS will strive for at least 50% follow-up response rate to increase validity via NAQC recommendations.

4.7.3 Data Transparency – FCS will provide open access to Quitline data to BPH, DTP, BMS, OMCFH, and the external evaluator. All data can be formatted into raw numbers so no personal health information of individual callers will be accessed. Access will be easily searchable, accessible, and user-friendly, via the iCarol database.

Budget Information

First Choice Services, Inc. (FCS) is pleased to submit the following bid for the operation of the West Virginia Tobacco Quitline. FCS acknowledges that that the included amounts are estimates and are subject to the availability of funds from the State of West Virginia for the Tobacco Quitline Program.

| | |
|---|--------------------|
| Sub-total – WV Division of Tobacco Prevention | \$934,300 |
| Sub-total – WV Bureau of Medical Services (Medicaid) | \$570,500 |
| <hr/> | |
| Total | \$1,504,800 |

Contract Manager

If awarded the West Virginia Tobacco Quitline Contract, Scott Jarrett, the Vice President and Chief Financial Officer of FCS, will serve as the Contract Manager.

Contract Manager: D. Scott Jarrett, VP-CFO

Telephone Number: (304) 344-2213 x1101

Fax Number: (304) 356-5845

Email Address: Scott@1stchs.com

ATTACHMENT A EHP170000006 PRICING PAGE

Tobacco Cessation Quitline Services

| Section A – Division of Tobacco Prevention | | Pricing of | Unit of Measure | Estimated | Total |
|---|-----------------|-------------------|------------------------|------------------|--------------|
| Description of Services | | Service | | Volume* | |
| 1. Intake/Eligibility Verification | Section 4.1.2 | 43.00 | Per Enrolled Person | 4,000 | 172,000 |
| 2. Coaching Call #1 | Section 4.1.4.1 | 22.00 | Per Call | 4,000 | 88,000 |
| Coaching Call #2 | Section 4.1.4.1 | 21.00 | Per Call | 3,800 | 79,800 |
| Coaching Call #3 | Section 4.1.4.1 | 21.00 | Per Call | 3,500 | 73,500 |
| Coaching Call #4 | Section 4.1.4.1 | 21.00 | Per Call | 3,000 | 63,000 |
| 3. Reactive Calls #1-4 | Section 4.1.4.2 | 2.00 | Per Call | 1,000 | 2,000 |
| 4. Nicotine Replacement Therapy (4 Weeks supply) | | | | | |
| Nicotine Patch 21 mg | Section 4.4.1.4 | 36.00 | Per Shipment | 3,000 | 108,000 |
| Nicotine Patch 14 mg | Section 4.4.1.4 | 36.00 | Per Shipment | 2,500 | 90,000 |
| Nicotine Patch 7mg | Section 4.4.1.4 | 36.00 | Per Shipment | 2,500 | 90,000 |
| Nicotine Gum 2mg & 4mg | Section 4.4.1.4 | 39.00 | Per Shipment | 2,000 | 78,000 |
| Nicotine Lozenge 2mg & 4 mg | Section 4.4.1.4 | 60.00 | Per Shipment | 1,500 | 90,000 |
| 5. Follow-up Surveys (7 month) | Section 4.5.2 | No charge | Per Month | 12 | 0 |
| 6. Reporting and Evaluation | Attachment B | No charge | Per Month | 12 | 0 |

934,300

Sub-total DTP _____

| Section B – Medicaid/BMS | | Pricing of | United of Measure | Estimated | Total |
|------------------------------------|---------------|-------------------|--------------------------|------------------|--------------|
| Description of Service | | Service | | Volume* | |
| 1. Intake/Eligibility Verification | Section 4.5 | 43.00 | Per enrolled person | 5,000 | 215,000 |
| 2. Coaching Call #1 | Section 4.5.8 | 22.00 | Per Call | 5,000 | 110,000 |
| Coaching Call #2 | Section 4.5.8 | 21.00 | Per Call | 4,500 | 94,500 |
| Coaching Call #3 | Section 4.5.8 | 21.00 | Per Call | 4,000 | 84,000 |
| Coaching Call #4 | Section 4.5.8 | 21.00 | Per Call | 3,000 | 63,000 |
| 3. Reactive Calls 1-4 | Section 4.5.9 | 2.00 | Per Call | 2,000 | 4,000 |

570,500

Sub-total Medicaid/BMS _____

*Estimated Volumes are for bid purposes only