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.

Robert B. Stanton, PharmD, MBA, BCPS, Assistant Dean
(Name, Title)

Robert B. Stanton, MBA, PharmD, BCPS, Assistant Dean
(Printed Name, Title)

One John Marshall Drive/ceb, Huntington, WV 25701
(Address)

304-696-7350 / 304-696-7309
(Phone Number / Fax Number)

RStanton@Marshall.edu
(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 ! 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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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 a11d 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.

Marshall University Joan C. Edwards School of Medicine / Marshall Health
(Company)

Beth L. Hammers
(Authorized Signature) (Representative Name, Title)

Beth L. Hammers, Executive Director
(Printed Name and Title of Authorized Representative)

9/24/2018
(Date)

304-691-1602 / 304-691-1725
(Phone Number) (Fax Number)

We acknowledge receipt of the following addenda:

X Addendum No. 1	□ Addendum No. 6
□ Addendum No. 2	□ Addendum No. 7
□ Addendum No. 3	□ Addendum No. 8
□ Addendum No. 4	□ Addendum No. 9
□ Addendum No. 5	□ 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.

Marshall University Joan C. Edwards School of Medicine / Marshall Health
(Company)

(Authorized Signature)

9/24/2018
(Date)

Section 3: We will comply with the qualifications listed in the specifications in section 3 and its subsections. At a minimum this includes a Medical Director (MD/DO) available for consultation by email and telephone; An Account Manager (which may be the pharmacist specified in 3.1.3) assigned to coordinate all meetings and interactions between the Bureau and the Vendor; A Clinical Staff Pharmacist (PharmD/RPh) assigned to the WV RetroDUR account who will attend each quarterly DUR Board meeting in person where they will make presentations regarding RetroDUR activity and proposals for population-based educational interventions for Medicaid prescribers; and a Database Analyst meeting all the qualifications established by the vendor and fully trained in the software/system utilized by the vendor. The analyst will be proficient in running reports requested within this contract as outlined in sections 4.9 and 4.11.

Additionally, we will maintain a toll-free Help Desk for Medicaid prescribers, pharmacy providers and members to answer inquiries about the RetroDUR Program, including the Lock-In Program, and any communications that may have been received by them. The Help Desk will be staffed during standard business hours Monday through Friday excluding State holidays.

Section 4: We will meet or exceed all mandatory requirements specified in section 4 within 2 months of the contract award.

4.1.1 Our West Virginia-specific therapeutic criteria will be available for in-full testing on West Virginia Medicaid claims data 2 business days prior to implementation of the system. 4.1.2. We will coordinate the testing dates with the state's current fiscal agent.

4.1.3 Our therapeutic criteria shall reflect current drug policies and programs (including prior authorized products and criteria for approval) and patterns of use. Our therapeutic criteria will take into account newly marketed drugs and will be updated monthly for this purpose at no cost to the Bureau's pharmacy program.

4.1.4 We will reference literature documentation and make such documentation available in print form within 10 business days of any request by a medical provider or the Bureau free of charge.

4.1.5 We will develop the therapeutic criteria with attention given to types of diseases, therapeutic classes of drugs, and specific problems most often associated, or implicated in, cases of inappropriate drug therapy so that clinically significant alerts will be generated. Targeted disease categories will include, but not be limited to, cardiovascular, endocrine, psychiatric disorder, and gastrointestinal disorders, arthritis, asthma, chronic obstructive pulmonary disease, diabetes, and cancer.

4.1.6 We will develop criteria to screen for problems most often associated with inappropriate drug therapy which will included, but not be limited to, Over and Under Utilization, Drugs contraindicated by Diagnosis, Drug Interactions, Duplication of therapy, Therapeutic appropriateness, appropriate use of generic drugs, incorrect drug dosage or duration of therapy, clinical abuse and misuse, iatrogenic complications, and treatment failure.

4.1.7 Our therapeutic criteria shall allow for ongoing adjustments to be made by the DUR Board and/or the Retrospective Drug Utilization Review Committee. We will implement adjustments prior to the next generation of profiles or within 10 business days of notification by the BMS Pharmacy Program, whichever is longer. Profiles will be generated each month for review.

4.1.8 We will maintain a complete record of current West Virginia Medicaid therapeutic criteria. We will incorporate into our criteria all changes resulting from DUR Board meetings no more than 10 days after

the meeting has occurred. When changes occur outside the DUR Board, we will incorporate those changes within 10 business days of notification by the Bureau.

4.1.9 We will provide a hardcopy listing of therapeutic criteria within 10 business days of request by the Bureau's Pharmacy Program.

4.1.10 We will rank criteria by clinical significance to reduce the number of alerts likely to be false positives or clinically insignificant.

4.1.11 We will provide the Bureau's Pharmacy Program with monthly recommendations, delivered by email on the first Monday of each month and active within 30 calendar days after approval by BMS. These recommendations shall encompass new clinical edits and prior authorization criteria based on the findings in the retrospective therapeutic review of profiles. These recommendations shall be beneficial to the healthcare of the Medicaid member, cost effective to the State, or both.

4.1.12 We will be able to read the Long-Term Care (LTC) indicator(s) to distinguish LTC members from Community-based members. We will include LTC beneficiaries in the retrospective DUR therapeutic criteria reviews.

4.2 We will meet or exceed the requirements specified in section 4.2 and its subsections. This includes, but is not limited to, the design of a RetroDUR computer system utilizing West Virginia-specific therapeutic criteria for both member profile generation and a Lock-In Program. We will begin such operations within 2 months of the contract award. Our system will be able to utilize file extracts form the State's Fiscal Agent West Virginia Medicaid Management Information System (MMIS), read all available medical diagnoses codes, procedure codes, and pharmacy history, utilize all physician specialty codes listed for specific prescribers, differentiate between and adjudicated claim, a voided claim, and a rejected claim when reviewing the patient's drug history, and read and utilize demographic information for members and providers. We will incorporate changes with 10 working days from the time changes are made to the State's Fiscal Agent, the MMIS system or when the BMS Pharmacy Program determines additional fields must be added to the format in order to capture required data for review.

4.3 We will meet or exceed the requirements specified in section 4.3. We will communicate the results of patient profile reviews within twenty-eight (28) calendar days by letter to prescribers and/or pharmacy providers for all members. All letters to Medicaid prescribers and pharmacy providers will be signed by our medical director.

4.4 We will meet or exceed the requirements specified in section 4.4. We will design at least six (6) educational population based interventions or other targeted provider interventions to be modifiable per the Bureau and DUR Board's requirements per year. We will make any such modifications to wording or formats, specified by the BMS Pharmacy program and DUR Board, within twenty-eight (28) calendar days of the request by the Bureau at our expense.

4.5, 4.6 We will meet or exceed, and comply the expectations of the Pharmacy Lock-In Program described in section 4.5 and its subsections, and in section 4.6.

4.7 As required in Section 4.7, we will provide a list of every office director, owner, partner, key employees, or other person with primary management or supervisory responsibilities, and any person who has a critical influence on or substantive control over a transaction with the State of West Virginia, whether or not employed by us. The list shall include full names, including maiden names and first and middle names where applicable, and Medicaid Identification Numbers. Additions or deletions to the list of names shall be reported voluntarily and automatically to the Pharmacy Program within one month of

the change or addition. The Vendor shall not employ or contract with any individual or entity named on the federally excluded provider list, which can be found at http:ijexclusions.oig.hhs.gov/. We will submit to the Bureau resumes for any proposed staffing changes to the clinical and management positions directly serving the West Virginia account within 30 calendar days of the change. We understand the Bureaus shall have the right to review and determine whether the proposed staffing change is acceptable. If the Bureau finds that the proposed staffing change no longer meets the needs of the program, the Vendor must provide an acceptable alternative for BMS approval. No key position (see section 3.1) shall remain vacant for longer than 60 calendar days.

4.8 We will meet the requirements noted in Section 4.8. We will provide financial and technical support for a RetroDUR Committee that will evaluate member profiles generated by us. We will provide training and financial support of $400 per member for each monthly meeting for up to four members.

4.9 We will meet the requirements specified in section 4.9 and its subsections for reports. These include monthly, quarterly, and annual reports. We will provide the monthly reports in section 4.91 and its subsections 3 calendar day prior to the RetroDUR Committee meeting, to the Pharmacy Services Program for review and approval. These reports will be mailed to the Bureau for inclusion in the RetroDUR Committee members' monthly meeting packets. We will provide quarterly reports by email and hardcopy required in Section 4.9.2 and its subsections within 15 calendar days following the quarterly period. We will provide the annual reports required in section 4.9.3 and its subsections by email by May 1st of each calendar year to the Bureau for CMS annual reports to comply with Section 1927 (g)(3)(d) of the Social Security Act, included in https://www.ssa.gov/OP_Home/ssact/title19/1927.htm, that requires each state to submit an annual report to CMS on the operation of its Medicaid DUR Program.

4.10 We will meet the requirement for section 4.10 to produce a quarterly newsletter detailing BMS Pharmacy policy updates, Drug Utilization Review Board action, and any other pertinent drug information to prescribers and pharmacy providers. We have this newsletter for posting electronically on the Bureau for Medical Services website within 30 days following the end of the quarter.

4.11 As described in section 4.11 and its subsections we will provide the required support for the quarterly DUR Board meetings, including but not limited to:

4.11.1 Meeting attendance by a clinical representative;
4.11.2 Presentations regarding completed population-based educational interventions;
4.11.3 Quarterly pharmacy profile review outcome reports;
4.11.4 Estimated savings reports;
4.11.5 Recommendations for potential population-based educational interventions based on BMS therapeutic criteria exceptions and other relevant data; and
4.11.6 Provide DUR Board meeting minutes, by email, within 10 calendar days of each quarterly meeting.

4.12 We will design and maintain a Change Management Process as required in section 4.12. This includes a once-monthly quality-assurance meeting conducted with the Bureau by teleconference. Meetings shall occur at an agreed upon date during normal business hours 9:00 am to 5:00 pm ET, Monday through Friday. These meetings shall serve the purpose of assessing operational status and as an opportunity for the Bureau to request changes or adjustments to our system. We will have 7 calendar days to review the request and present an implementation plan to the Bureau. If actionable, we have by default 30 calendar days to complete the change. Implementation time may be extended by the Bureau

on request. Critical changes required for full system functionality must be completed within seventy-two (72) hours or risk default.

Exhibit A

Pricing Sheet

Cost Information below detailed in the Request for Quotation. Costs should be clearly marked. Cost must be broken out by the following categories. This will be a fixed cost contract, based on a per year basis. Vendor shall not alter cost sheet. YEAR 2,3,4 are 011tional renewals

Description of Services	YEAR 1 (2 Months Startup + 10 Months Operations)	OPTIONAL RENEWAL YEAR 1 (12 Months)	OPTIONAL RENEWAL YEAR 2 (12 Months)	OPTIONAL RENEWAL YEAR 3 (12 Months)
Start-up Costs (4 1, 4.2, 4.5, 4.9). Total not to exceed 2- Month Implementation.	$6,000.00	XXXXXX	XXXXXX	XXXXXX
Data Collection (4 8)	$120,000.00	$123,600.00	$ 127,308.00	$ 131,127.24
Member Profiles (4.2.11, 4.8)	$40,000.00	$ 41,200.00	$ 42,436.00	$ 43,709.08
Educational Programs for Providers (Newsletters, Educational Population-Based Interventions, Member Profile Review Letters (4 3 4 4, 4.10)	$5,000.00	$ 5,150.00	$ 5,304.50	$ 5,463.64
Retrospective Drug Utilization Review Reports (4 9)	$19,000.00	$ 19,570.00	$ 20,157.10	$ 20,761.81
Lock-In Program (including letters to members, prescribers and pharmacy Providers) and Help Desk (4 5, 4 6)	$40,000.00	$ 41,200.00	$ 42,436.00	$ 43,709.08
Totals	(A) $ 230,000.00	(B) $ 236,900.00	(C) $ 244,007.00	(D) $ 251,327.21
GRAND TOTAL (NOT TO EXCEED 4 YEAR PRICE) (A+B+C+D) $				$ 962,234.21
Notes:				

1) The Vendors Total Not to Exceed Cost will include all general and administrative staffing (secretarial, clerical, etc.), travel, supplies and other resource costs necessary to perform services within the scope of this procurement.

2.) The cost bid will be evaluated on the Total Not to Exceed Cost of Contract for the four (4) year period

3.) Vendor will not be eligible to invoice any operational or programmatic costs while invoicing for start-up costs

4.) Program services shall be invoiced monthly in arrears.

5.) To price the start-up costs, vendor must insert the number of months for startup Operations will be provided after implementation, to total the 12 months base year one period Data collection, Member Profiles, Educational Programs for Providers, RetroDUR Reports, and Lock-In Program should be priced for number of months remaining in the year 1 base, which is post-implementation For example, if the vendor proposes a 4-month implementation period, a 4 would be entered in the space provided in the Start up Costs section

6) The number of months in the operational base year one has been determined to be nine (9) months to allow for 3-month implementation

Company

Representative Name, Title

Contact Phone/Fax Number

Date

The collaborative group of Marshall University School of Pharmacy, the Marshall University School of Medicine, and Marshall Health's proposal to be the vendor of choice to provide "Retrospective Drug Utilization Review Services", SOLICITATION NO.: CRFQ 0511 BMS1900000001.

The collaboration of the Marshall University Joan C. Edwards School of Medicine, the Marshall University School of Pharmacy and Marshall Health brings strength to this scope of work given the clinical and intellectual capacity and expertise combined with strong foundations in information technology and analysis in order to address the critical issues of advancing the quality of patient care while at the same time developing rational approaches minimizing the cost of patient care in West Virginia. This team is uniquely qualified to provide optimal Retrospective Drug Utilization Review Services for the people of West Virginia and will execute the services in an efficient and professional manner.

We will deliver all the services and comply with all the requirements noted in the CRFQ 0511 BMS1900000001.

Licensure: In accordance with the requirements this CRFQ, we will furnish proof of licensure of our team members who are Pharmacists and the Medical Director, and will provide any additional licenses or certifications contained in the specifications prior to Contract award.

Insurance: We will provide proof insurance requirements and will maintain such insurance throughout the life of the contract. We will provide immediate notice of any changes in our insurance policies, including but not limited to, policy cancellations, policy reduction, or a change of insurers. We will have coverage of 'Commercial General Liability Insurance' in at least an amount of $1,000,000.00 per occurrence and coverage for 'Professional/Malpractice/Errors and Omission Insurance' in at least an amount of $1,000,000.00 per occurrence.

Workers' Compensation Insurance: We will comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation upon request.

Applicable Law: We agree that the contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles.

Privacy, Security, and Confidentiality: We agree that we 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. We further agree to comply with the Confidentiality Policies and Information Security Accountability Requirements set forth in https://www.state.wv.us/admin/purchase/privacy/NoticeConfidentiality.pdf

Conflict of Interest: We, including our officers, members, and employees, will not presently have or acquire and interest, direct or indirect, which would conflict with or compromise the performance of our obligations specified with the contract. We will periodically inquire of our 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.