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Header 1

 List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1999101

Procurement Type: Central Master Agreement

Vendor ID: VS0000052113 

Legal Name: Arine, Inc.

Alias/DBA:

Total Bid: \$1,512,000.00

Response Date: 07/28/2026 

Response Time: 20:15

Responded By User ID: dgibbons@arine.i 

First Name: Dominic

Last Name: Gibbons

Email: dgibbons@arine.io

Phone: 4409896993

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: BMS2700000001

Published Date: 7/24/26

Close Date: 7/29/26

Close Time: 13:30

Status: Closed

Solicitation Description: PILOT PHARMACY COST
CONTAINMENT PROGRAM

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 1999101
Solicitation Description: PILOT PHARMACY COST CONTAINMENT PROGRAM
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-07-29 13:30	SR 0511 ESR07282600000000594	1

VENDOR
VS0000052113 Arine, Inc.

Solicitation Number: CRFQ 0511 BMS2700000001

Total Bid: 1512000 **Response Date:** 2026-07-28 **Response Time:** 20:15:01

Comments:

FOR INFORMATION CONTACT THE BUYER Crystal G Hustead (304) 558-2402 crystal.g.hustead@wv.gov		
Vendor Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Per Member, Per Month (PMPM) Ops Cost (9 Months)				1512000.00

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: \$0.42 PMPM (i.e., Total \$1,512,000 for 9 months assuming 400,000 members)

Extended Description:

Per Member, Per Month (PMPM) Ops Cost (9 Months)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Implementation Cost - Base Year 1 (3 Months)				0.00

Comm Code	Manufacturer	Specification	Model #
85131701			

Commodity Line Comments: Standard implementation fee waived to demonstrate Arine's eagerness to partner with and invest in West Virginia as a client

Extended Description:

Implementation Cost - Base Year 1 (3 Months)

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION — PURCHASING DIVISION

RESPONSE TO CENTRALIZED REQUEST FOR QUOTE

CRFQ BMS2700000001

Pilot Pharmacy Cost Containment Program

Submitted by:

Arine, Inc.

Submission Date: **July 29th, 2026**

Section 1 — CRFQ Form: Vendor Information Block

Vendor Customer Code: Non-incumbent vendor for WV

Vendor Name: Arine, Inc.

Address / Street: 595 Market Street

City / State / Country / Zip: San Francisco, CA 94105

Principal Contact: Dominic Gibbons

Vendor Contact Phone / Extension: 440-989-6993

Vendor Signature: *Dominic P Gibbons*

FEIN#: 82-3168049

Date: July 29th, 2026

Section 2 — Certification and Signature Page

(Reproduces General Terms & Conditions, p. 23, verbatim per State requirement)

By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Company: Arine, Inc.

Signature of Authorized Representative: *Dominic P Gibbons*

Printed Name and Title: Dominic Gibbons, VP – Public Sector & National Accounts

Date: July 29th, 2026

Phone / Fax: 440-989-6993

Email Address: dgibbons@arine.io

Section 3 — Designated Contact

Vendor appoints the individual identified below as the Contract Administrator and initial point of contact for matters relating to this Contract.

Name and Title: Dominic Gibbons, VP – Public Sector & National Accounts

Address: 595 Market Street, San Francisco, CA

Phone Number / Fax Number: 440-989-6993

Email Address: dgibbons@arine.io

Section 4 — Addendum Acknowledgement Form

Solicitation No.: CRFQ BMS2700000001

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

- [X] Addendum No. 1

I understand that failure to confirm receipt of addenda may be cause for rejection of this bid.

Company: Arine, Inc.

Authorized Signature: *Dominic P Gibbons*

Date: July 29th, 2026

Section 5 — Contract Manager (Spec 11.1)

Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract, available during normal business hours.

Contract Manager: Dominic Gibbons

Telephone Number: 440-989-6993

Email Address: dgibbons@arine.io

Section 6 — Qualifications (Spec 3)

6.1 Company Overview

Arine, Inc., founded in 2017 and headquartered in San Francisco, is a medication intelligence company focused on reducing non-optimized medication use through claims-based analytics and prescriber engagement. Arine's Resonate solution is purpose-built for pharmacy cost optimization — identifying and resolving outlier prescribing patterns, duplicate therapies, and high-cost medication use through prescriber-facing recommendations, without requiring member outreach, new portals, or software installation. Arine actively manages more than 40 million lives across 40+ health plan, PBM, and government client relationships, including state Medicaid programs.

6.2 Spec 3.1 — Minimum One (1) Year Government Pharmacy Cost Containment Experience

Arine has an active, multi-year partnership with the Oklahoma Health Care Authority (OHCA), which administers Oklahoma's Medicaid program (~1.2 million members). Under this engagement, Arine's medication optimization program has delivered more than \$1,500 in cost savings per engaged member annually, a 40% reduction in inpatient admissions, 24% reduction in emergency department visits, and a reduction in pharmacy spend — results validated by propensity-score matched difference-in-difference analysis and repeated year-over-year.

6.3 Spec 3.2 — WV Code Chapter 9, Article 5, Section 34 Compliance

Arine confirms it will meet the programmatic requirements of W. Va. Code § 9-5-34.

6.4 Spec 3.3 — Key Staff

Role	Name / Credential	Notes
Clinical Liaison (RPh / PharmD)	Rob Paterson, PharmD + BCPS	Required by Spec 3.3.1
Medical Director (MD / DO)	Caroline Carney, MD	Required by Spec 3.3.2
Account Manager (BS Degree)	Radha Patel, BS + PharmD	Required by Spec 3.3.3

Section 7 — Mandatory Requirements Compliance Matrix (Spec 4.1.1–4.1.20)

Spec #	Requirement	Arine Response
4.1.1	System to evaluate drug spend via claims analysis; automated workflow to switch or discontinue.	Confirmed. Arine's Resonate platform ingests historical paid pharmacy claims and applies claims-based algorithms to identify members on high-cost, duplicative, or therapeutically equivalent lower-cost alternatives, generating an automated, scalable workflow for prescriber-facing switch or discontinuation recommendations.
4.1.2	Meet programmatic requirements of W. Va. Code Ch. 9, Art. 5, §34.	Confirmed.
4.1.3	Identify meds eligible for lower-cost alternative or deprescribing; provide recommendations to prescribers in Agency-approved format/medium.	Confirmed. Recommendations are generated via claims-based switch/deprescribing identification and delivered through existing prescriber communication channels (e.g., fax, clinical messaging) in a format and medium to be finalized with Agency approval during implementation.
4.1.4	Secure Agency approval of all communication language before it is sent to prescribers or other parties.	Confirmed. All prescriber-facing communication templates and language will be submitted for Agency review and written approval prior to use.
4.1.5	Provide a contact verification report: recommendation sent / received / outcome.	Confirmed. Arine maintains a claim-level audit trail linking each recommendation to the date delivered to the prescriber, confirmation of receipt, and the prescriber's response/outcome, logged in a timestamped record for reporting to the Agency.
4.1.6	Include the Agency in any discussion, written or oral, with any other party related to the program.	Confirmed.

Spec #	Requirement	Arine Response
4.1.7	Work with Agency to determine excluded drugs (PDL, supplemental rebate drugs, PA-authorized drugs, other Agency-requested exclusions).	Confirmed. Arine will apply the Agency's Preferred Drug List, prior-authorization list, and rebate-drug exclusions to all analysis and recommendations, updated on an ongoing basis as directed by the Agency.
4.1.8	Ability to exclude specific beneficiaries: WVCHIP, dual eligibles, members with other insurance.	Confirmed. Arine's eligibility-file processing supports exclusion of WVCHIP members, Medicare/Medicaid dual eligibles, and members with other insurance coverage from program scope.
4.1.9	Include a cost savings guarantee with the bid, Agency-approved, covering itemized monthly activity/savings report and total net savings guarantee.	Arine will credit or refund the shortfall if Net ROI falls below 0:1 (breakeven), up to a maximum equal to total program fees — see Section 8 for full guarantee terms.
4.1.9.1	Agency expenditure on the pilot program may not increase relative to the protected savings generated.	Confirmed. Under the guarantee structure in Section 8, Arine credits any shortfall below breakeven so net savings never fall below \$0 (Net ROI $\geq$ 0:1). Above breakeven, Arine's fees remain fixed at the proposed PMPM rate, with a capped contingent fee only if performance substantially exceeds baseline — see Section 8 for full detail.
4.1.9.2	Vendor must agree to terms reflecting contractual savings-to-fee guarantee.	Confirmed. Arine agrees to memorialize the fee-at-risk thresholds, refund triggers, and contingent-fee structure described in Section 8 in final contract language, subject to Agency approval prior to execution.
4.1.9.3	Vendor agrees to work with Agency in the event of data disruptions	Confirmed — see Section 8.5.

Spec #	Requirement	Arine Response
	affecting delivery of program data.	
4.1.9.4	Delays in program data delivery beyond Agency's control will not result in forfeiture of the cost savings guarantee.	Confirmed — see Section 8.5.
4.1.10	Savings generated must be $\geq$ Agency's payments to Vendor for the program.	Confirmed — see Section 8 for the coverage-ratio calculation supporting this floor at the proposed pricing.
4.1.11	Vendor shall not require Agency to alter or violate any existing/future agreements (SSDC, CMS, etc.).	Confirmed.
4.1.12	Agency may use its Actuarial Service Vendor to confirm yearly savings calculation prior to settlement.	Confirmed. Arine will provide all data and documentation necessary for the Agency's actuarial vendor to independently verify the annual savings calculation.
4.1.13	Provide all program-related data to Agency at no additional cost.	Confirmed.
4.1.14	Store all program data within the contiguous United States, including use by individuals within the contiguous U.S.	Confirmed. Arine's infrastructure runs on U.S.-region cloud environments, and all personnel accessing program data are located within the contiguous United States.
4.1.15	Provide ad hoc reports to Agency at no additional cost.	Confirmed.

Spec #	Requirement	Arine Response
4.1.16	Work with Agency on all data requirements necessary to support the program during implementation.	Confirmed.
4.1.17	Exclude all program members from all communications.	Confirmed. Arine's proposed program model is prescriber-facing only; no direct member outreach or communication occurs under this scope.
4.1.18	Acknowledge and confirm agreement to WVOT cybersecurity requirements (PO1001, Data Protection Addendum, PO1006) with bid; confirm prior to award.	Confirmed. Arine acknowledges and agrees to comply with WVOT-PO1001 (Information Security Policy), will execute the WVOT Data Protection Addendum for Procurement, and confirms its data handling and audit practices support WVOT-PO1006 Level 1 Restricted Data classification for PHI/PII.
4.1.19	Demonstrate NIST SP 800-53 Rev. 5 Moderate baseline compliance via certification or risk assessment upon award.	Confirmed. Arine will provide existing certifications or undergo a cybersecurity risk assessment against the NIST SP 800-53 Rev. 5 Moderate baseline upon contract award.
4.1.20	Execute a formal Business Associate Agreement (BAA) with the Department of Human Services before any data exchange.	Confirmed. Arine has reviewed the attached draft BAA and will execute it prior to any data exchange — see Section 10.2 below.

Section 8 — Cost Savings Guarantee Exhibit (Spec 4.1.9–4.1.13)

8.1 Guarantee Statement

Arine guarantees that net pharmacy cost savings generated under this program will not fall below zero — i.e., the Agency's total fees paid to Arine, inclusive of any contingent fee described below, will never exceed gross program savings. Net ROI is defined as net pharmacy cost savings (gross savings less total PMPM program fees) divided by total PMPM program fees paid to Arine, measured over the applicable performance period per the methodology in Section 8.2. This floor directly satisfies Spec 4.1.10's requirement that "savings generated from the cost containment pilot program will be greater than or equal to the Agency's payments to the vendor." Above breakeven, Arine's fees remain fixed at the proposed PMPM rate with no additional refund obligation, and Arine is eligible for a capped contingent fee only if performance substantially exceeds the baseline, as set out below.

Net ROI	Outcome
> 3:1	Arine receives a contingent fee equal to 25% of savings achieved above the 3:1 threshold, up to a maximum contingent fee of \$500,000.
2:1 – 3:1	Arine receives a contingent fee equal to 10% of savings achieved at the 2:1 - 3:1 threshold.
0:1 - < 2:1	No refund or bonus (baseline performance).
< 0:1	Arine credits or refunds the shortfall (i.e., the amount by which net savings falls below zero) up to a maximum equivalent to Arine's total program fees for the applicable period.

8.2 Savings Methodology

Savings are attributed to program interventions through a pre/post claims analysis methodology: (1) establish pre-intervention baseline cost from actual paid pharmacy claims; (2) record the date each switch or deprescribing recommendation is delivered to the prescriber; (3) monitor subsequent claims to identify when the recommended change is adopted; (4) calculate savings as the difference between baseline and resulting drug cost, net of all program fees; and (5) apply aggregate validation to support the total reported savings figure.

For purposes of this guarantee, gross savings means the baseline-to-post-intervention drug cost differential before deduction of program fees; net savings means gross savings less total PMPM program fees paid to Arine for the applicable period.

8.3 Reporting

Arine will provide the Agency an itemized monthly activity and savings report, including recommendation volume, prescriber response rates, and running net savings against fees incurred, consistent with the contact verification report described in Section 7 (Spec 4.1.5).

8.4 Reconciliation and Actuarial Review

Program savings will be measured over an aligned measurement period once the program is fully activated and will be reconciled annually. Arine agrees the Agency's Actuarial Service Vendor may independently confirm the yearly savings calculation prior to any settlement, per Spec 4.1.12.

8.5 Data Disruption and Delay Carve-Outs

Arine agrees to work with the Agency in the event of data disruptions affecting delivery of program data (Spec 4.1.9.3), and agrees that delays in program data delivery beyond the Agency's control will not result in forfeiture of the cost savings guarantee (Spec 4.1.9.4).

Section 9 — Pricing Summary

Line	Item	Amount
1	PMPM Ops Cost, Total (Base Year 1, 9 months, 400,000 members)	\$0.42 PMPM → Total \$1,512,000 for 9 months assuming 400,000 members
2	Implementation Cost, Fixed (3 months)	\$0 Standard implementation fee waived to demonstrate Arine's eagerness to partner with and invest in West Virginia as a client

Arine's proposed PMPM rate is a population-based fee covering ongoing analytic monitoring of the Agency's full in-scope Medicaid membership — i.e., all members whose eligibility and claims data is loaded into Arine's platform for analysis — rather than a fee assessed only on members who receive a specific switch or deprescribing recommendation. Consistent with Exhibit A, Note 2, actual invoiced fees will reflect the actual number of members within this monitored population each billing period, net of any exclusions applied under Spec 4.1.8 (e.g., WVCHIP members, Medicare/Medicaid dual eligibles, and members with other insurance coverage).

Section 10 — Data Security Acknowledgments

10.1 WVOT Cybersecurity Requirements

Arine acknowledges and agrees to comply with WVOT-PO1001 (Information Security Policy), will execute the WVOT Data Protection Addendum for Procurement, and confirms its practices support WVOT-PO1006 Level 1 Restricted Data classification for PHI/PII, per Spec 4.1.18.

10.2 HIPAA Business Associate Agreement

Arine has reviewed the draft HIPAA Business Associate Addendum attached to the solicitation, including Appendix A identifying "Member/Provider Claims and demographics" as the PHI in scope, and will execute this Addendum prior to any data exchange, per Spec 4.1.20.

10.3 Interested Party Disclosure

Arine acknowledges that, per W. Va. Code § 6D-1-2, contracts valued at \$1 million or more require submission of an interested party disclosure prior to beginning work under the Contract and will comply with this requirement in advance of program implementation.

10.4 Federal Funds Addendum Election

Arine has reviewed Attachment 1 (Federal Funds Addendum) and elects not to extend this contract to county/local federal funds procurement at this time. Arine's response addresses the state-level solicitation only, consistent with the Federal Funds Addendum's provision that the state-level evaluation independently covers both standard state and state federal-funds procurement.