

WVPRN Bid for solicitation number 0908 RNB1600000001, WV Restore Monitoring and Recovery Program

Included contents: WV Purchasing Division Addendum

WV Purchasing Division Contract

WVPRN Response to Request for Quotation/accompanying documentation

**THE WEST VIRGINIA PHARMACIST
RECOVERY NETWORK, CORP.**

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

11/09/15 13:16:25
WV Purchasing Division



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

State of West Virginia
 Request for Quotation
 10 - Consulting

Proc Folder: 148435

Doc Description: Addendum; WV RESTORE-MONITORING & RECOVERY PROGRAM

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-29	2015-11-10 13:30:00	CRFQ 0907 RNB160000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

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

FOR INFORMATION CONTACT THE BUYER

Melissa Petrey
 (304) 558-0094
 melissa.k.petrey@wv.gov

Signature X

FEIN # 200518113

DATE 11/02/2015

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

ADDITIONAL INFORMATION

Addendum

Addendum No.01; issued to publish and distribute the information as attached.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Board of Examiners for registered Professional Nurses (Board) to establish a contract for the Management and operation of the Nurse Health Program referred to as (WV Restore). That assistance includes rehabilitation referrals, training, support groups, monitoring, and related activities, per the bid requirements, specifications and terms and conditions as attached.

INVOICE TO	SHIP TO
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 101 DEE DR, STE 102 CHARLESTON WV25311 US	WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 101 DEE DR, STE 102 CHARLESTON WV 25311 US

Line	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
1	Healthcare providers specialists services	1.00000	MO	\$18,726	

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description :

Healthcare providers specialists services

SOLICITATION NUMBER: CRFQ 0907 RNB160000001

Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

-] Modify bid opening date and time
-] Modify specifications of product or service being sought
-] Attachment of vendor questions and responses
-] Attachment of pre-bid sign-in sheet
-] Correction of error
-] Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Attachment of Vendor submitted question and Agency response.

No other Changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ RNB1600000001
WV Restore Monitoring and Recovery
Vendor submitted Questions and Agency Response
10/26/2015

Q.1. My question is regarding the Qualifications and Requirements section on page 24 of the document....3.2.1 Registered Professional Nurse. The requirement states the provider must employ a WV Nurse with a current unencumbered license that has 5 years of experience working in a monitoring and recovery program for nurses, that is similiar to the program this contract is intended to establish. Considering that the program in West Virginia has not been in operation for 5 years to date, how would any nurse in the state fit this criteria??

A.1. Registered Professional Nurse: Provider shall employ a registered professional nurse with an unencumbered WV registered professional nursing license. This nurse must have a 5 (five) years of experience working in a monitoring and recovery program for nurses, that is similar to the program this contract is intended to establish. The provider may be required to provide documentation verifying compliance with this section before award of contract.

The person may be a registered nurse who will need to obtain a WV license in order to meet the licensure requirement. The "monitoring and recovery program for nurses" doesn't mean only WV Restore. There may be other such programs that are similar and not in a regulatory environment. There may be other programs that include multiple professions including nursing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0907 RNBI600000001

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

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

WV Pharmacists Recovery Network Corp.

 Company


 Authorized Signature

11/02/2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

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 PO Box 4944
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 (304)533-6844

FOR INFORMATION CONTACT THE BUYER

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

Signature X

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RNB160000001	Document Phase Final	Document Description Addendum; WW RESTORE-MONITORIN G & RECOVERY PROGRAM	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: Monday, October 26th, 2015 at 10:00 AM. EST.

Submit Questions to: Guy Nisbet
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Guy.L.Nisbet@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

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

SEALED BID: WV Restore- Monitoring and Recovery Program
 BUYER: Melissa Pettrey
 SOLICITATION NO.: CRFQ 0907 RNB160000001
 BID OPENING DATE: Tuesday, November 10th, 2015
 BID OPENING TIME: 1:30 PM EST
 FAX NUMBER: (606)832-0077

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: Tuesday, November 10th, 2015 at 1:30 PM. EST.
 Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wyOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

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

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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

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

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

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

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

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

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

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

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

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

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents

to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Board of Examiners for registered Professional Nurses (“Board”) to establish a contract for the Management and operation of the Nurse Health Program referred to here after as (“WV Restore”). The WV Restore Program provides ongoing substance abuse assistance to approximately one hundred twenty (120) participants per year. That assistance includes rehabilitation referrals, training, support groups, monitoring, and related activities.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“Applicant”** means an individual who has submitted an application for licensure or temporary permit to practice as a registered professional nurse in the State of West Virginia.

 - 2.2 **“Contract Services”** means the management of operation of the Board’s Nurse Health Program “WV Restore” as more fully described by these specifications.

 - 2.3 **“Eligibility”** means the criteria for participation in the impaired practitioner program, which include that the individual must be a student, applicant or licensee of the Board and have or be suspected of having impairment.

 - 2.4 **“Evaluation”** means the process of evaluating a student, applicant, or licensee or participant to determine safety to practice and the need for treatment; conducted by an independent and approved evaluator.

 - 2.5 **“Evaluator”** means a licensed practitioner or program with experience in assessing professionals with alleged impairing conditions that has been approved by the Board and the Provider.

 - 2.6 **“Impaired Practitioner Program” or “Program”** means the Nurse Health Program identified as WV Restore that is established by the Provider and the Board through this contract, approved by the Board under WV Code §30-7E, and intended to provide impaired registered professional nurses with a treatment option for the impairment that does not require an immediate leave of absence from practicing as a registered professional nurse.

 - 2.7 **“Impairment”** means a mental health condition or health condition that is the result of the misuse or abuse of alcohol or drugs which could affect a student’s, applicant’s

or licensee's ability to practice as a registered professional nurse with skill and safety.

2.8 "License" means any permit, registration, certificate or license, including a provisional license, to practice as a registered professional nurse issued by the Board.

2.9 "Licensee" means any person issued a license.

2.10 "Material Noncompliance or Inability to Progress" means any one or more of the following acts or omissions:

- positive and confirmed drug screen not explained by a prescription or practitioner's order acceptable to the Provider
- unexcused missed drug screen
- tampered drug screen
- unexcused absences from required meetings, therapy, evaluations, or other occasions where attendance is mandatory under the participant's participant contract
- diversion of drugs
- ingestion of drugs or alcohol in violation of the participant's participant contract
- illegal possession of drugs
- prescription forgery
- arrests involving use or possession of alcohol or drugs
- where medicine is prescribed to treat the illness or condition causing impairment, the failure to take the medication as prescribed
- where the participant is restricted from access to narcotics or other substances, violating that restriction
- failure to notify current employer of participant's participant contract restrictions pertinent to employment, if applicable
- unexcused failure to respond to contact from the Provider
- other admitted, confirmed, or diagnosed relapses, or conduct which the Board and/or Provider deems material noncompliance; and
- participant's inability to safely practice his or her profession despite compliance with treatment, response to treatment and prognosis of condition

2.11 "Monitoring" means Provider's surveillance of a participant to ensure compliance with the Participant's Participant Contract.

2.12 "Monitoring plan" means a structured plan of treatment and monitoring with which the participant will comply and for which the Provider will collect

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documentation as described in this contract. Elements that may be included in a monitoring plan include:

- Participation in a treatment program
- Regularly scheduled visits with a therapist, psychiatrist, addiction specialist, substance abuse counselor, or other professional
- Attendance at a facilitated group
- Attendance at mutual help meetings
- Provision of urine, nail, hair, and/or blood specimens when selected;
- Checking in with toxicology selection system; and
- Provision of specified reports from work site monitors, and medication monitors

2.13 “Participant Contract” means a formal written document outlining the requirements for a participant to successfully complete the program, including the participant’s monitoring plan.

2.14 “Pricing Page” means the pages, contained in wvOASIS or attached as Exhibit “A”, upon which Vendor should list its proposed monthly price for the Contract Services.

2.15 “Profession” means any activity, occupation, or vocation regulated by the Board.

2.16 “Program participant” or “participant” means an individual with an Impairment that is engaged in a Participant Contract with the Provider.

2.17 “Provider” means the entity contracted with to provide the services outlined in this contract.

2.18 “Referral” means a student, applicant, or licensee who has been referred to Provider for Program services, either as a self-referral or otherwise, but who is not under a Participant Contract.

2.19 “Relapse episode” means a fourteen (14) day period of time during which a participant exhibits two or three sequential acts or omissions, each constituting a material noncompliance or inability to progress.

2.20 “Self-Referral” means a student, applicant, or licensee who presents to Provider for program services without being referred by a Board.

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- 2.21 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.22 “Student”** means an individual currently enrolled in a Board approved school of nursing.
- 2.23 “Treatment program”** means a nationally accredited or state licensed program approved by the Provider.
- 2.24 “Treatment provider”** means a state licensed or nationally certified individual, with experience treating specific types of impairment, who must be approved by Provider.
- 2.25 “Voluntary withdrawal from practice (VWOP)”** means an agreement by the participant or referral, which is accessible to the public, in which the participant or referral has agreed to voluntarily withdraw from his/her practice and place his/her license on inactive status, and to not practice in the State of West Virginia, which voluntary withdrawal is posted on the Board's license look-up for the public, until Provider notifies the Board in writing that the withdrawal may be rescinded and license returned to active status.

3. Qualifications and Requirements: Provider or Provider's staff if requirements are inherently limited to individuals rather than corporate entities shall have the following minimum qualifications and must meet the following requirements.

3.1.Experience: Provider shall have experience operating a program similar to the Impaired Practitioner Program that consisted of no less than 50 participants and /or referrals per month with the capability of managing over 200 participants.

3.2. Provider Employees and Networks:

3.2.1. Registered Professional Nurse: Provider shall employ a registered professional nurse with an unencumbered WV registered professional nursing license. This nurse must have a 5 (five) years of experience working in a monitoring and recovery program for nurses, that is similar to the program this contract is intended to establish. The provider may be required to provide documentation verifying compliance with this section before award of contract.

3.2.2. Facilitators: Provider shall maintain a network of trained nurse support group facilitators who facilitate weekly monitoring and support groups using a Board approved relapse prevention curriculum. The support group facilitators are not employees of the Provider and the facilitators are paid by the individual Program Participant.

The Board has currently approved the use of the following workbooks “Recovery Maintenance, A Companion Guide for Group Facilitators” published by Smith and LaGodna as the relapse prevention curriculum. Relapse prevention curriculum approval requests may be submitted to the Board for consideration, but any Provider must be prepared to utilize the currently approved curriculum.

The Provider should expect approximately one hundred twenty (120) program participants to participate in the support groups on a weekly basis.

3.2.3. Support Staff: Provider shall employ an adequate number of support staff members to meet the program needs. Support staff should have good communication and technical skills, and experience in monitoring impaired professional nurses. Support staff should also have knowledge of substance use disorders. Support staff may be required to:

- Conduct facilitator training
- Perform dual diagnoses
- Complete data entry
- Prepare and provide reports for the Board upon request
- Provide information to licensees and applicants upon request
- Communicate program updates to the Board

3.3. Toxicology Testing and Reporting: Provider shall contract with a third party to conduct random toxicology testing on Program Participants and provide test reporting through the Board’s current reporting network. All testing and reporting must meet the standards for multistate research group through the National Organization of Alternative Programs. Fees for toxicology testing will be paid by the participants and not the Provider.

Provider shall utilize the Board’s current electronic database to capture and provide immediate access to secure communication with WV Restore nurse participants, in

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addition to on-line “real time” reporting by the nurse participant’s worksite supervisor and Nurse Support Group Facilitator

3.4. Website: Provider shall create, operate, maintain, and update the WV Restore website to assure that it is fully operational twenty four (24) hours a day, seven (7) days a week. Provider must make updates to the website at least monthly and more often if requested by the Board. It is also understood that the Board will maintain all intellectual property rights to the website and Provider will be required to surrender any passwords or other access information necessary to transfer control of the website to another provider if requested. The website must:

- Provide Licensees with the information necessary to self-report or otherwise participate in the Impaired Practitioner Program.
- Notify Licensees about upcoming conferences in the WV Restore program
- Provide Licensees with information about available support groups
- Provide secure FTP transmission of confidential documents.
- Provide participants with educators and community resources regarding the disease of addiction and recovery.

3.5. Annual Training: Provider shall provide annual training as follows:

3.5.1. Evaluator training -- Provider shall provide evaluator training annually, which will include two (2) to four (4) hours of instruction. The training shall focus on ensuring consistency and compliance with WV Restore forms and criteria and evaluation of participants for Fitness to Perform.

Evaluator training will include approximately 15 to 20 individuals trained per year. Interested parties must apply, and meet the criteria which includes, but is not limited to, holding an unencumbered license for licensed professional and or credentialed in the area of concern and expertise in evaluating Health Care Professionals.

3.5.2. Annual Conference -- Provider shall conduct an annual two (2) day conference which is available to anyone who wants to attend.

3.5.2.1. Instruction Hours: The conference must include twelve (12) to sixteen (16) hours of instruction over a two day period.

- 3.5.2.2. Attendees:** The conference must accommodate approximately 150 attendees as determined by registration.
- 3.5.2.3. Location:** The conference must be held at a venue that will accommodate approximately one hundred-fifty (150) attendees in Charleston, WV. Board approval of the conference location is required in advance each year.
- 3.5.2.4. Meals:** Provider is expected to provide breakfast, lunch, and snacks including drinks for full days, and breakfast or lunch and snacks including drinks for half days.
- 3.5.2.5. Topics:** The conference topics should include updates related to substance use and abuse disorders and updates on the WV Restore program, evidenced based training to nursing employers, Board of Nursing members and staff, treatment providers, and nursing students in areas of substance use disorders in nursing and maintaining safety and fitness for duty. The content of the program will be presented by speakers qualified in the area of substance use disorder and mental health conditions.
- 3.5.2.6. Conference Fees and Funding:** Provider may assess a fee of \$100 for conference attendance. All conference expenses will be paid for from both the \$100 fee and the compensation awarded in this contract.
- 3.5.2.7. Survey:** Provider shall survey all attendees of training and conference classes for quality control and improvement purposes. The results of the survey and an attendee list must be provided to the Board no later than 14 calendar days after the event.
- 3.5.3. Fit to Perform Training:** Provider shall provide for quarterly Fit to Perform Training for nursing management throughout the state. Fit to Perform training includes how to identify unsafe and unprofessional behavior in nurses, mandatory reporting requirements and skill building. Provider should expect approximately one hundred fifty (150) participants in this training per year. This training shall be in person and held quarterly. A quarterly meeting may be cancelled if a minimum of five (5) attendees are not expected to participate. Meetings locations will be distributed

throughout the state of West Virginia and must be approved by the Board in advance.

3.6. Services Recipient Eligibility: Provider shall provide services for students, applicants or licensees who are licensed, registered, certified and/or regulated by the Board under Chapter 30, Article 7, et. seq. of the West Virginia Code.

3.6.1.1. Should a dispute over eligibility determination arise, the final eligibility determination will be made by the Board at its sole discretion.

3.6.1.2. Provider may only disclose information about a Board investigation to the student, applicant, or licensee with the express approval of the Board and only to the extent that it is necessary to carry out the Provider's duties.

3.7. Impaired Practitioner Program: Provider shall operate an Impaired Practitioner Program that includes all of the services listed in this Contract and specifically in this section.

3.7.1. Services for Board:

3.7.1.1. Reports:

- Provider shall provide prescribed and requested reports to the Board including monthly reports on participants and monitors the progress of participants.
- Provide written information and reports on students, applicants or licensees to the Board as notified by such Board with reasonable advance notice to Provider, to provide information on students, applicants or licensees.
- Prepare quarterly performance reports as specified by the Board and submit those reports within thirty (30) days of the end of each quarter.
- Submit to the Board a monthly report on the 15th of each month that includes the total number of students, applicants and licensees in the program, the number of students, applicants and licensees referred and monitored, the number of participants released from the program,

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a listing of Board meetings attended, program population by profession, participants in a voluntary withdrawal; and, other reports for which data is available that may be requested by the Board.

- Submit to the Board an updated list of its employees paid with funds from this contract and include corresponding telephone numbers and position descriptions within ninety (90) days of being awarded this contract and by August 1st of each subsequent year.
- Submit an updated policy and procedure manual to be approved by the Board within ninety (90) days of being awarded this contract and by August 1st of each subsequent year.
- Provider shall confirm participant enrollment in the impaired practitioner program, upon request by the Board, in cases where the Board is investigating alleged impairment and other violations as authorized by the consent of the participant if required by law.
- Participate in a telephone conference call scheduled by the Board to discuss program performance. This call will occur monthly for the first six (6) months of this contract and quarterly thereafter at the discretion of the Board.

3.7.1.2. Advisory Services:

- Provider shall provide consultant services to assist the Board in carrying out the responsibilities set forth in WV Code §30-7E. Provider does not provide direct patient care in its performance
- Review, analyze and critique evaluations obtained by the Board in the course of administrative litigation.
- Assist, at the request of the Board, students, applicants or licensees who have been ordered to submit to an evaluation and are noncompliant.
- Meet with Board personnel upon request and attend Board meetings as scheduled. The Board has [insert number of regularly scheduled meetings] regularly scheduled meetings.

3.7.1.3. Other:

- Develop a procedure, approved by the Board and documented in policy and procedure, for resolving participant grievances filed with the Board. A copy of the current policy must be submitted to the Board within ninety (90) days of being awarded this contract and each August 1st thereafter during the term of this contract.
- Allow the Board to conduct site visits as requested by the Board, but no less than annually. Prior to the site visit, Provider must provide all requested information to the Board. The visit will include but not be limited to, reviewing cases, reviewing information in the database system and in house work environment and work flow.

3.11.1. Services for licensees, applicants and students: Provider shall

- 3.11.1.1. Receive referrals of impaired or allegedly impaired students, applicants or licensees from self-referrals, employers, Board-referrals, and other sources;**
- 3.11.1.2. Provide a list of applicable evaluators, who meet policy requirements, to a student, applicant or licensee within thirty (30) calendar days of the referral.**
- 3.11.1.3. Ensure evaluations conducted by evaluators are completed within thirty (30) calendar days of the scheduled evaluation date.**
- 3.11.1.4. Provide compliance management services that include coordinating and monitoring the services for students, applicants and licensees from initial referral to recommended closure or release from the program.**
- 3.11.1.5. Provide structure, coordination, training and oversight, in accordance with program policies, of a network of trained Nurse Support Group Facilitators who facilitate weekly monitoring and support groups which participants are required to attend. Monitoring and support group fees will be paid for by the Program Participant**

- 3.11.1.6.** Assure the current comprehensive, random toxicology testing for participants requires a comprehensive health care practitioner urine test which tests for thirty (30) psychoactive substances with hair, blood and nails as needed to ensure safety. Such test results are processed in compliance with national testing standards and reported in “real time”. Testing is paid for by the Program Participant.
- 3.11.1.7.** Provide medical review by a certified Medical Review Officer who also is a board certified addiction physician. This is paid for by the Program Participant.
- 3.11.1.8.** Utilize the Board’s current electronic database, to capture and provides immediate access to secure communication with participants, work site supervisor(s) and Nurse Support Group Facilitator(s).
- 3.11.1.9.** Provide testimony in licensure revocation proceedings or court proceedings on behalf of the Board as required.
- 3.11.1.10.** Within timeframes established by the Board, as allowed by law and with the consent the student, applicant or licensee when required by law, provide requested information, to include evaluations and other required reports to the Board.
- 3.11.1.11.** Recruit additional evaluators, treatment providers, nurse support group facilitators, treatment programs, and facilitators in all geographic areas of the state which will allow for participants to be within a fifty (50) mile radius of each group.
- 3.11.1.12.** In accordance with program policy evaluate credentials and approve applications from evaluators, treatment programs, treatment providers, and facilitators, prepare and update a list of approved evaluators, treatment programs, treatment providers and facilitators to be submitted to the Board by August 1st of each year, and at additional times upon request of the Board.

- 3.11.1.13.** Ensure that all evaluators administer uniform evaluations of students, applicants or licensees in accordance with current, accepted industry standards (Independent Medical Evaluation Guidelines).
- 3.11.1.14.** Act as a liaison between the Board and evaluators, treatment programs, treatment providers, and facilitators.
- 3.11.1.15.** Continuously provide for low-cost evaluation options to students, applicants and licensees, when available.
- 3.11.1.16.** In accordance with program policies conduct training for approved evaluators annually on the impaired practitioner program requirements, including standardizing the evaluators on administering uniform evaluations, and have participating evaluators sign a sign-in sheet and submit this sign-in sheet and training materials to the Board within ten (10) business days following the training session.
- 3.11.1.17.** In accordance with program policies provide monitoring of students, applicants and licensees in the program.
- 3.11.1.18.** Apply the criteria specified in this contract under Section 3.12 for the dismissal of a student, applicant or licensee from the program or referral to the Board for material noncompliance with a participant contract or inability to progress.
- 3.11.1.19.** Require students, applicants or licensees to provide their employers with a copy of their participant contract.

REQUEST FOR QUOTATION
Nurse Health Program Management –WV Restore

- 3.11.1.20.** Contact the student's, applicant's or licensee's employer to confirm the expectations for the monitoring of the student, applicant or student, applicant or licensee by the employer, including the student's, applicant's or licensee's quarterly work performance evaluation to be completed by the student's, applicant's or licensee's supervisor and submitted to the Provider each quarter.
- 3.11.1.21.** Provide Facilitator Nurse Support Group Relapse Prevention Curriculum Manuals or other materials required to perform the Facilitator role.
- 3.11.1.22.** Monitor services being delivered under this contract performed by an independent nurse evaluator.
- 3.11.1.23.** Develop and distribute a participant manual to each participant, a copy of which is to be submitted to the Board within ninety (90) days of being awarded this contract or by August 1st of each subsequent year of this contract.
- 3.12.1. Program Noncompliance:** Provider must adhere to the following material noncompliance procedures :

 - 3.12.1.1. First incident of material noncompliance-** the Provider shall require the student, applicant, or licensee to refrain from nursing practice under terms and conditions set by Provider and agree to comply with program requirements as a condition of continued program participation. If the student, applicant, or licensee refuses to refrain from nursing practice as instructed by Provider or otherwise refuses to comply with program requirements, the Provider must refer the student, applicant or licensee to the Board immediately.

3.12.1.2. Second incident of material noncompliance – the Provider shall offer two options to the student, applicant or licensee: (1) Provider referring the student, applicant or licensee to the Board within one (1) business day; or (2) the student, applicant or licensee executing a voluntary withdrawal from nursing practice (VWOP) and taking all steps necessary to place their license on inactive status, and agreeing to comply with program requirements. If the student, applicant or licensee fails to advise the Provider within three (3) business days of the chosen option, the student, applicant or licensee is deemed to have chosen option (1) and Provider will proceed accordingly.

3.12.1.3. Third incident of material noncompliance - the Provider shall refer the student, applicant or licensee to the Board within one (1) business day of the third incident of material noncompliance. The referral shall include a Memorandum of Non-compliance outlining the current status or prognosis of the impaired student, applicant or licensee with recommendations from the Provider as to whether the Board should refer the incident for disciplinary action including potential emergency action or prosecution or if the impaired student, applicant or licensee should be dismissed from the program. Before entering into another participant contract with the student, applicant or licensee, or continuing the current participant contract, the Provider must ensure the student, applicant or licensee has a valid VWOP on file and has placed his/her license on in active status with the Board.

- 3.12.1.4. Relapse episode-** A relapse episode is treated as an incident of material noncompliance above. In addition, the Provider shall require the student, applicant or licensee to enter into a recovery plan acceptable to the Provider. In instances where the recovery plan involves treatment initiated beyond the fourteen (14) day relapse period, such as awaiting inpatient treatment or the coordination of resources, the participant is still considered in the initial relapse period and the Provider will ensure the participant is still refrained from practice by Provider or has a VWOP inactivates license on file with the Board, as applicable. However, further acts or omissions that occur beyond the fourteen (14) day relapse episode cannot be counted as a continuing episode of relapse or be allowed to begin another fourteen (14) day episode of relapse. All subsequent incidents of material noncompliance shall be counted separately and be considered separate and additional incidents of material noncompliance.
- 3.12.1.5.** A VWOP (license on inactive status) shall remain in effect until the Board receives from the Provider a rescission form to rescind the VWOP and return license to active status.
- 3.12.1.6.** First, second and third incidents of material noncompliance or inability to progress are counted from the date a student, applicant or licensee signs a participant contract, until the participant has successfully completed the program or has had his or her participant contract terminated by Provider or is otherwise dismissed from the program. Modifications by Provider to an existing participant contact continue rather than reset the number of incidents of material noncompliance by the student, applicant or licensee.

3.12.1.7. Notwithstanding the above paragraphs, and regardless of the number of incidents of material noncompliance as defined in this contract, when in the opinion of the Provider a student, applicant or licensee with an impairment has not progressed satisfactorily in the program, the Provider may refer the student, applicant or licensee to the Board

4. CONTRACT AWARD:

- 4.1. **Contract Award:** The Contract is intended to provide the Board with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services contained herein for the lowest overall total cost as shown on the Pricing Pages.
- 4.2. **Pricing Page:** Vendor should complete the Pricing Page (Exhibit "A") by inserting the monthly fee that vendor will charge to provide the Contract Services during the Term of this Contract. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.
- 4.3. **Pricing Variability:** The Board reserves the right to request payment modifications based upon increases or decreases in funding based upon enrollment fees available to fund the Program. Any adjustments in funding will be accomplished through a change order to this Contract.

5. PAYMENT:

- 5.1. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Agency shall pay the Provider on a monthly basis, upon satisfactory completion of Contract Services for that month. The price quoted on the Pricing Pages must be inclusive of all expenses associated with providing the Contract Services and includes travel expenses. Payment is based upon written submission of an acceptable invoice, to the Board at 101 Dee Drive, Suite 102, Charleston, WV 25311 by the 15th of each month. The invoice shall be typed and include the following information: the Provider's mailing address to which payment should be sent; the Provider's invoice contact person and their telephone number to which inquiries can be made; invoice number; the number of the contract governing the period in which services were rendered; a complete description of services charged; and total amount due. No advance payments are authorized by this contract.

- 5.2. All expenses directly associated with the treatment and recovery of the disease of addiction is paid by the participants.

6 VENDOR DEFAULT:

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

- 6.1.1 Failure to provide Contract Services in accordance with the requirements contained herein.
- 6.1.2 Failure to comply with other specifications and requirements contained herein.
- 6.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 6.1.4 Failure to remedy deficient performance upon request.

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

- 6.2.1 Immediate cancellation of the Contract.
- 6.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 6.2.3 Any other remedies available in law or equity.

7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract.

REQUEST FOR QUOTATION
Nurse Health Program Management –WV Restore

8. MISCELLANEOUS:

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

Contract Manager: Gary M. Brown Rph

Telephone Number: (304)533-6844

Fax Number: (606)832-0077

Email Address: mbrown@wvpm.com

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; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% 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 employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% 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) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: WV Pharmacists Recovery Network, INC.

Signed: 

Date: 11/02/2015

Title: Executive Director

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

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

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

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

WV Pharmacists Recovery Network Inc.

Company _____

Authorized Signature _____

11/02/2015
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.

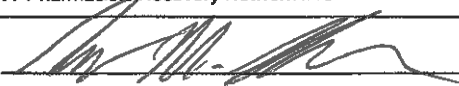
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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 exceed five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: WV Pharmacists Recovery Network INC.

Authorized Signature:  Date: 11/03/2015

State of Kentucky

County of Letcher, to-wit:

Taken, subscribed, and sworn to before me this 3 day of Nov, 2015.

My Commission expires May 9, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC 

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

WV Pharmacists Recovery Network Inc.

(Company)

 Gary Brown, Executive Director

(Authorized Signature) (Representative Name, Title)

(304)533-6844 (606)832-0077 11/02/2015

(Phone Number) (Fax Number) (Date)

WV Pharmacists Recovery Network Response to Request for Quotation: WV Restore-Monitoring and Recovery Program

Solicitation No. CRFQ 0907 RNB1600000001

WV PHARMACIST RECOVERY NETWORK INC.
**“PROTECTING PATIENTS, PHARMACISTS, AND FAMILIES ONE DAY AT A
TIME”**

November 2, 2015

Authored by: Gary M. Brown, Executive Director

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Gary M. Brown
WV Pharmacists Recovery Network Inc.
PO Box 4944
Charleston, WV 25364
October 28th. 2015

Ms. Melissa Pettrey
Buyer
WV Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Ms. Pettrey:

The WV Pharmacists Recovery Network is pleased to respond to this request for quotation for the Operation of WV Restore. We have been approached on more than one occasion over the past few years about helping the nurses administer their program, and would like the opportunity to assist yet another group of professionals in our state. The WV Pharmacists Recovery Network has been in existence longer than any other impaired practitioner program in WV (since 2004). During that time we have helped hundreds of pharmacists, pharmacy interns, and pharmacy technicians get into disease remission and ongoing successful recovery from substance use disorders. Our program is modeled after one of the first and most successful practitioner programs in the country. We currently have an integrated program that also takes care of all pharmacy and dental professionals in the state. We feel the advantages of an integrated program are: decreased cost (due to one staff being tasked to manage multiple professions), and increased influence in the treatment community based on representing an increased number of impaired health professionals from more than one field. This can lead to more competitive pricing for treatment, drug screening services and increased presence in the legal arena, should advocating for a client with impending legal issues be necessary.

We currently perform educational programs throughout the state to increase awareness and understanding in the above stated professions regarding substance use disorder, and feel the profession of nursing could greatly benefit from this as well. We will be collaborating with the WV Nurses Association to meet educational requirements of the contract and to institute some of this "grass roots" education. We feel that being a WV based organization is very beneficial in this regard because we will have "boots on the ground" that can more readily respond to client's needs and assist in educational awareness more effectively than an out of state organization. These two points in our opinion are of the utmost of importance, because they help to foster an environment of self-reporting which is imperative to identify affected individuals, encourage treatment and mitigate punitive consequences for clients as well as adverse health outcomes for patients. In addition, being able to personally see impaired clients enables us to more effectively determine if a problem may exist and address it before any potential client or patient injury occurs.

We plan on staffing to meet these requirements in part by using current staff (some increased to full time status), and by hiring additional employees in the nursing field. Our support staff is detailed in the following section.

Thank you for your consideration in this matter, if you have any questions please call me at (304)533-6844, or email at mbrown@wvprn.com.

Sincerely

A handwritten signature in black ink, appearing to read 'Gary M. Brown', with a long, sweeping horizontal stroke at the end.

Gary M. Brown

Director, WVPRN/WVDRN

WV Pharmacist Recovery Network Staff Overview

Background of organization/staff

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

GARY M. BROWN RPH, EXECUTIVE DIRECTOR

- Mr. Brown has been Executive Director for the WV Pharmacists Recovery Network for the last 4 years. During this time the number of clients enrolled in the program has effectively doubled, in part because of his educational program efforts at the schools of pharmacy across the state. Mr. Brown also brokered an agreement with the WV Board of Dentistry to enable the program to help more health professionals with this problem. He also functions as a special investigator for the WV Board of Pharmacy. He also has past experience designing quality assurance programs in retail pharmacy practice.

JAMES BENNETT, FACILITATOR/EVALUATOR EDUCATIONAL DIRECTOR, CASE MANAGER

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

SUSAN JARVIS, ADMINISTRATIVE ASSISTANT/CASE MANAGER

- Ms. Jarvis has a bachelors of science in education. She previously worked in the University of Charleston's school of pharmacy's office for research and development, where she helped coordinate grant procurement for the department and ensured timely compliance with the grant procedures. She has been administrative assistant to the WV Pharmacist Recovery Network for the last 5 years, where she has assisted the program in all clerical areas including report preparation, monitoring duties, and administrative tasks. She will continue to function in the above duties, but in addition be a part time case manager for the program.

AILA ACCAD, MSN/RN WV REGISTERED NURSE

- Ms. Accad's experience in this field is matched by few. She has over 30 years of experience helping nurses and there individuals suffering from substance use disorders. She was director of the Nurse Care Network for 10 years a 501c3 peer assistance program for WV nurses, program director for Limen House Inc. an addiction and recovery house for men and women, Occupational Health Consultant for the state of Delaware Alcohol Services where she designed employee assistance programs for the state to aid individuals with substance use disorders, also supervised all training on addiction and recovery. She also has certifications as an employee assistance professional and an occupational health consultant in addition to multiple other certifications in alcohol and addiction management. She will function as the primary educational program consultant in addition to coordinating many of the contract requirements that will be fulfilled in collaboration with the WV Nurses Association.

KATHIE SIMPSON, RN-GENERAL CONSULTANT

- ✦ Ms. Simpson is currently the Director of operations for SARPH and PNAP which are professional monitoring programs for pharmacists and nurses in Pennsylvania. She currently has over 1200 nurse clients that her organization oversees and has an 85% success rate with her nurses. She has been director of SARPH and PNAP for 12 years, and program director for Horizon Mental Health Management for 7 years prior to that. She will aid in Fit to Perform training programs for the quarterly requirement and the yearly conference, and function in a general consultant capacity.

NURSE CASE MANAGERS- T.B.D. (2 HIRED UPON AWARD OF CONTRACT)

***WVPRN Proposal for WV Restore
Monitoring Services
CRFQ 0907RNB1600000001***

Requirements compliance section

- 3. Qualifications and Requirements:** Provider or Provider's staff if requirements are inherently limited to individuals rather than corporate entities shall have the following minimum qualifications and must meet the following requirements.

3.1. Experience: Provider shall have experience operating a program similar to the Impaired Practitioner Program that consisted of no less than 50 participants and /or referrals per month with the capability of managing over 200 participants. ✓

WVPRN currently serves more than one health profession (Pharmacy and Dentistry), and also meets the minimum number of clients requirement.

3.2. Provider Employees and Networks:

3.2.1. Registered Professional Nurse: Provider shall employ a registered professional nurse with an unencumbered WV registered professional nursing license. This nurse must have a 5 (five) years of experience working in a monitoring and recovery program for nurses, that is similar to the program this contract is intended to establish. The provider may be required to provide documentation verifying compliance with this section before award of contract. ✓

****requirement satisfied by Ms. Aila Accad, documentation included in attached proposal***

3.2.2. Facilitators: Provider shall maintain a network of trained nurse support group facilitators who facilitate weekly monitoring and support groups using a Board approved relapse prevention curriculum. The support group facilitators are not employees of the Provider and the facilitators are paid by the individual Program Participant.

The Board has currently approved the use of the following workbooks "Recovery Maintenance, Companion Guide for Group Facilitators" published by Smith and LaGodna as the relapse prevention curriculum. Relapse prevention curriculum approval requests may be submitted to the Board for consideration, but any Provider must be prepared to utilize the currently approved curriculum.

The Provider should expect approximately one hundred twenty (120) program participants to participate in the support groups on a weekly basis.

**Provider recognizes and will comply with current approved facilitator group materials*

3.2.3. Support Staff: Provider shall employ an adequate number of support staff members to meet the program needs. Support staff should have good communication and technical skills, and experience in monitoring impaired professional nurses. Support staff should also have knowledge of substance use disorders. Support staff may be required to:

- Conduct facilitator training
- Perform dual diagnoses
- Complete data entry
- Prepare and provide reports for the Board upon request
- Provide information to licensees and applicants upon request
- Communicate program updates to the Board

**Mr. James Bennett-current facilitator with program and qualified to provide training. He also is a trained counselor with expertise in dual diagnoses. Other requirements are fulfilled by all current staff (Director, administrative assistant, and case managers.*

3.3. Toxicology Testing and Reporting: Provider shall contract with a third party to conduct random toxicology testing on Program Participants and provide test reporting through the Board's current reporting network. All testing and reporting must meet the standards for multistate research group through the National Organization of Alternative Programs. Fees for toxicology testing will be paid by the participants and not the Provider.

Provider shall utilize the Board's current electronic database to capture and provide immediate access to secure communication with WV Restore nurse participants, in

addition to on-line "real time" reporting by the nurse participant's worksite supervisor and Nurse Support Group Facilitator

3.4. Website: Provider shall create, operate, maintain, and update the WV Restore website to assure that it is fully operational twenty four (24) hours a day, seven (7) days a week. Provider must make updates to the website at least monthly and more often if requested by the Board. It is also understood that the Board will maintain all intellectual property rights to the website and Provider will be required to surrender any passwords or other access information necessary to transfer control of the website to another provider if requested. The website must:

- Provide Licensees with the information necessary to self-report or otherwise participate in the Impaired Practitioner Program.
- Notify Licensees about upcoming conferences in the WV Restore program
- Provide Licensees with information about available support groups
- Provide secure FTP transmission of confidential documents.
- Provide participants with educators and community resources regarding the disease of addiction and recovery.

**Provider acknowledges website maintenance responsibilities and ownership of the site by the WV board of nursing.*

3.5. Annual Training: Provider shall provide annual training as follows:

3.5.1. Evaluator training – Provider shall provide evaluator training annually,


which will include two (2) to four (4) hours of instruction. The training shall focus on ensuring consistency and compliance with WV Restore forms and criteria and evaluation of participants for Fitness to Perform.

Evaluator training will include approximately 15 to 20 individuals trained per year. Interested parties must apply, and meet the criteria which includes, but is not limited to, holding an unencumbered license for licensed professional and or credentialed in the area of concern and expertise in evaluating Health Care Professionals.

**Evaluator training will be provided by Mr. James Bennett*


3.5.2. Annual Conference - Provider shall conduct an annual two (2) day conference which is available to anyone who wants to attend.

3.5.2.1. Instruction Hours: The conference must include twelve (12) to sixteen (16) hours of instruction over a two day period.

-
- 3.5.2.2. Attendees: The conference must accommodate approximately 150 attendees as determined by registration.
- 3.5.2.3. Location: The conference must be held at a venue that will accommodate approximately one hundred-fifty (150) attendees in Charleston, WV. Board approval of the conference location is required in advance each year.
- 3.5.2.4. Meals: Provider is expected to provide breakfast, lunch, and snacks including drinks for full days, and breakfast or lunch and snacks including drinks for half days.
- 3.5.2.5. Topics: The conference topics should include updates related to substance use and abuse disorders and updates on the WV Restore program, evidenced based training to nursing employers, Board of Nursing members and staff, treatment providers, and nursing students in areas of substance use disorders in nursing and maintaining safety and fitness for duty. The content of the program will be presented by speakers qualified in the area of substance use disorder and mental health conditions.
- 3.5.2.6. Conference Fees and Funding: Provider may assess a fee of \$100 for conference attendance. All conference expenses will be paid for from both the \$100 fee and the compensation awarded in this contract.
- 3.5.2.7. Survey: Provider shall survey all attendees of training and conference classes for quality control and improvement purposes. The results of the survey and an attendee list must be provided to the Board no later than 14 calendar days after the event.
- *Provider acknowledges all requirements of conference. Will be facilitated with assistance from the WV Nurses Association and Ms. Kathie Simpson of PNAP conducting Fit to Perform training sessions.*
- 3.5.3. Fit to Perform Training: Provider shall provide for quarterly Fit to Perform Training for nursing management throughout the state. Fit to Perform training includes how to identify unsafe and unprofessional behavior in nurses, mandatory reporting requirements and skill building. Provider should expect approximately one hundred fifty (150) participants in this training per year. This training shall be in person and held quarterly. A quarterly meeting may be cancelled if a minimum of five (5) attendees are not expected to participate. Meetings locations will be distributed
- 

throughout the state of West Virginia and must be approved by the Board in advance.

**Provider acknowledges quarterly training requirement, will be conducted by Nurse Case managers, Mr. Brown, and Ms. Simpson*

3.6. Services Recipient Eligibility: Provider shall provide services for students, applicants or licensees who are licensed, registered, certified and/or regulated by the Board under Chapter 30, Article 7, et. seq. of the West Virginia Code. 

3.6.1.1. Should a dispute over eligibility determination arise, the final eligibility determination will be made by the Board at its sole discretion.





3.6.1.2. Provider may only disclose information about a Board investigation to the student, applicant, or licensee with the express approval of the Board and only to the extent that it is necessary to carry out the Provider's duties.

**Provider acknowledges above recipient requirements*





3.7. Impaired Practitioner Program: Provider shall operate an Impaired Practitioner Program that includes all of the services listed in this Contract and specifically in this section.

3.7.1. Services for Board:

3.7.1.1. Reports:





- Provider shall provide prescribed and requested reports to the Board including monthly reports on participants and monitors the progress of participants. 
- Provide written information and reports on students, applicants or licensees to the Board as notified by such Board with reasonable advance notice to Provider, to provide information on students, applicants or licensees. 
- Prepare quarterly performance reports as specified by the Board and submit those reports within thirty (30) days of the end of each quarter. 
- Submit to the Board a monthly report on the 15th of each month that includes the total number of students, applicants and licensees in the program, the number of students, applicants and licensees referred and monitored, the number of participants released from the program, 

a listing of Board meetings attended, program population by profession, participants in a voluntary withdrawal; and, other reports for which data is available that may be requested by the Board.

- Submit to the Board an updated list of its employees paid with funds from this contract and include corresponding telephone numbers and position descriptions within ninety (90) days of being awarded this contract and by August 1st of each subsequent year. 
- Submit an updated policy and procedure manual to be approved by the Board within ninety (90) days of being awarded this contract and by August 1st of each subsequent year. 
- Provider shall confirm participant enrollment in the impaired practitioner program, upon request by the Board, in cases where the Board is investigating alleged impairment and other violations as authorized by the consent of the participant if required by law. 
- Participate in a telephone conference call scheduled by the Board to discuss program performance. This call will occur monthly for the first six (6) months of this contract and quarterly thereafter at the discretion of the Board. 

**Provider acknowledges all above required reports, will be completed by any and all staff.*

3.7.1.2. Advisory Services:

- Provider shall provide consultant services to assist the Board in carrying out the responsibilities set forth in WV Code §30-7E. Provider does not provide direct patient care in its performance. 
- Review, analyze and critique evaluations obtained by the Board in the course of administrative litigation. 
- Assist, at the request of the Board, students, applicants or licensees who have been ordered to submit to an evaluation and are non-compliant. 
- Meet with Board personnel upon request and attend Board meetings as scheduled. The Board has [insert number of regularly scheduled meetings] regularly scheduled meetings. 

**All advisory services responsibilities above acknowledged.*

3.7.1.3. Other:








- Develop a procedure, approved by the Board and documented in policy and procedure, for resolving participant grievance. filed with the Board. A copy of the current policy must be submitted to the Board within ninety (90) days of being awarded this contract and each August 1st during the term of this contract.
- Allow the Board to conduct site visits as requested by the Board, but no less than annually. Prior to the site visit, Provider must provide all requested information to the Board. The visit will include but not be limited to, reviewing cases, reviewing information in the database system and in house work environment and work flow.

**Provider will develop a Grievance procedure and allow board inspections*

3.11.1 Services for licensees, applicants and students: Provider shall

- 3.11.1.1. Receive referrals of impaired or allegedly impaired students, applicants or licensees from self referrals, employers, Board-referrals, and other sources;
- 3.11.1.2. Provide a list of applicable evaluators, who meet policy requirements, to a student, applicant or licensee within thirty (30) calendar days of the referral.
- 3.11.1.3. Ensure evaluations conducted by evaluators are completed within thirty (30) calendar days of the scheduled evaluation date.
- 3.11.1.4. Provide compliance management services that include coordinating and monitoring the services for students, applicants and licensees from initial referral to recommended closure or release from the program.
- 3.11.1.5. Provide structure, coordination, training and oversight, in accordance with program policies, of a network of trained Nurse Support Group Facilitators who facilitate weekly monitoring and support groups which participants are required to attend. Monitoring and support group fees will be paid for by the Program Participant

-
- 3.11.1.6. Assure the current comprehensive, random toxicology testing for participants requires a comprehensive health care practitioner urine test which tests for thirty (30) psychoactive substances with hair, blood and nails as needed to ensure safety. Such test results are processed in compliance with national testing standards and reported in "real time". Testing is paid for by the Program Participant. ✓
- 3.11.1.7. Provide medical review by a certified Medical Review Officer who also is a board certified addiction physician. This is paid for by the Program Participant. ✓
- 3.11.1.8. Utilize the Board's current electronic database, to capture and provides immediate access to secure communication with participants, work site supervisor(s) and Nurse Support Group Facilitator(s). ✓
- 3.11.1.9. Provide testimony in licensure revocation proceedings or court proceedings on behalf of the Board as required. ✓
- 3.11.1.10. Within time frames established by the Board, allowed by law and with the consent the student, applicant or licensee when required by law, provide requested information, to include evaluations and other required reports to the Board. ✓
- 3.11.1.11. Recruit additional evaluators, treatment providers, nurse support group facilitators, treatment programs, and facilitators in all geographic areas of the state which will allow for participants to be within a fifty (50) mile radius of each group. ✓
- 3.11.1.12. In accordance with program policy evaluate credentials and approve applications from evaluators, treatment programs, treatment providers, and facilitators, prepare and update a list of approved evaluators, treatment programs, treatment providers and facilitators to be submitted to the Board by August 1st of each year, and at additional times upon request of the Board. ✓

-
- 3.11.1.13. Ensure that all evaluators administer uniform evaluations of students, applicants or licensees in accordance with current, accepted industry standards (Independent Medical Evaluation Guidelines). 
 - 3.11.1.14. Act as a liaison between the Board and evaluators, treatment programs, treatment providers, and facilitators. 
 - 3.11.1.15. Continuously provide for low-cost evaluation options to students, applicants and licensees, when available. 
 - 3.11.1.16. In accordance with program policies conduct training for approved evaluators annually on the impaired practitioner program requirements, including standardizing the evaluators on administering uniform evaluations, and have participating evaluators sign a sign-in sheet and submit this sign-in sheet and training materials to the Board within ten (10) business days following the training session. 
 - 3.11.1.17. In accordance with program policies provide monitoring of students, applicants and licensees in the program. 
 - 3.11.1.18. Apply the criteria specified in this contract under Section 3.12 for the dismissal of a student, applicant or licensee from the program or referral to the Board for material noncompliance with a participant contract or inability to progress. 
 - 3.11.1.19. Require students, applicants or licensees to provide their employers with a copy of their participant contract. 

3.11.1.20. Contact the student's, applicant's or licensee's employer to confirm the expectations for the monitoring of the student, applicant or student, applicant or licensee by the employer, including the student's, applicant's or licensee's quarterly work performance evaluation to be completed by the student's, applicant's or licensee's supervisor and submitted to the Provider each quarter. ✓

3.11.1.21. Provide Facilitator Nurse Support Group Relapse Prevention Curriculum Manuals or other materials required to perform the Facilitator role. ✓

3.11.1.22. Monitor services being delivered under this contract performed by an independent nurse evaluator. ✓

3.11.1.23. Develop and distribute a participant manual to each participant, a copy of which is to be submitted to the Board within ninety (90) days of being awarded this contract or by August 1st of each subsequent year of this contract. ✓

**Provider acknowledges all of the above sections, and will use any necessary support staff be compliant.* ✓

3.12.1. Program Noncompliance: Provider must adhere to the following material noncompliance procedures

3.12.1.1. First incident of material noncompliance- the Provider shall require the student, applicant, or licensee to refrain from nursing practice under terms and conditions set by Provider and agree to comply with program requirements as a condition of continued program participation. If the student, applicant, or licensee refuses to refrain from nursing practice as instructed by Provider or otherwise refuses to comply with program requirements, the Provider must refer the student, applicant or licensee to the Board immediately.

3.12.1.2. Second incident of material noncompliance - the Provider shall offer two options to the student, applicant or licensee: (1) Provider referring the student, applicant or licensee to the Board within one (1) business day; or (2) the student, applicant or licensee executing a voluntary withdrawal from nursing practice (VWOP) and taking all steps necessary to place their license on inactive status, and agreeing to comply with program requirements. If the student, applicant or licensee fails to advise the Provider within three (3) business days of the chosen option, the student, applicant or licensee is deemed to have chosen option (1) and Provider will proceed accordingly.

3.12.1.3. Third incident of material noncompliance - the Provider shall refer the student, applicant or licensee to the Board within one (1) business day of the third incident of material noncompliance. The referral shall include a Memorandum of Non-compliance outlining the current status or prognosis of the impaired student, applicant or licensee with recommendations from the Provider as to whether the Board should refer the incident for disciplinary action including potential emergency action or prosecution or if the impaired student, applicant or licensee should be dismissed from the program. Before entering into another participant contract with the student, applicant or licensee, or continuing the current participant contract, the Provider must ensure the student, applicant or licensee has a valid VWOP on file and has placed his/her license on in active status with the Board.

3.12.1.4. Relapse episode-A relapse episode is treated as an incident of material noncompliance above. In addition, the Provider shall require the student, applicant or licensee to enter into a recovery plan acceptable to the Provider. In instances where the recovery plan involves treatment initiated beyond the fourteen (14) day relapse period, such as awaiting inpatient treatment or the coordination of resources, the participant is still considered in the initial relapse period and the Provider will ensure the participant is still refrained from practice by Provider or has a VWOP inactivates license on file with the Board, as applicable. However, further acts or omissions that occur beyond the fourteen (14) day relapse episode cannot be counted as a continuing episode of relapse or be allowed to begin another fourteen (14) day episode of relapse. All subsequent incidents of material noncompliance shall be counted separately and be considered separate and additional incidents of material noncompliance.

3.12.J.5. A VWOP (license on inactive status) shall remain in effect until the Board receives from the Provider a rescission form to rescind the VWOP and return license to active status.

3.12.1.6. First, second and third incidents of material noncompliance or inability to progress are counted from the date a student, applicant or licensee signs a participant contract, until the participant has successfully completed the program or has had his or her participant contract terminated by Provider or is otherwise dismissed from the program. Modifications by Provider to an existing participant contract continue rather than reset the number of incidents of material noncompliance by the student, applicant or licensee.

3.12.1.7. Notwithstanding the above paragraphs, and regardless of the number of incidents of material noncompliance as defined in this contract, when in the opinion of the Provider a student, applicant or licensee with an impairment has not progressed satisfactorily in the program, the Provider may refer the student, applicant or licensee to the Board

**Provider acknowledges above requirements regarding noncompliance and inability to progress*

4. CONTRACT AWARD:

- 4.1. **Contract Award:** The Contract is intended to provide the Board with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services contained herein for the lowest overall total cost as shown on the Pricing Pages.
- 4.2. **Pricing Page:** Vendor should complete the Pricing Page (Exhibit "A") by inserting the monthly fee that vendor will charge to provide the Contract Services during the Term of this Contract. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.
- 4.3. **Pricing Variability:** The Board reserves the right to request payment modifications based upon increases or decreases in funding based upon enrollment fees available to fund the Program. Any adjustments in funding will be accomplished through a change order to this Contract.

**Provider acknowledges above terms*

5. PAYMENT:


- 5.1. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Agency shall pay the Provider on a monthly basis, upon satisfactory completion of Contract Services for that month. The price quoted on the Pricing Pages must be inclusive of all expenses associated with providing the Contract Services and includes travel expenses. Payment is based upon written submission of an acceptable invoice, to the Board at 101 Dee Drive, Suite 102, Charleston, WV 25311 by the 15th of each month. The invoice shall be typed and include the following information: the Provider's mailing address to which payment should be sent; the Provider's invoice contact person and their telephone number to which inquiries can be made; invoice number; the number of the contract governing the period in which services were rendered; a complete description of services charged; and total amount due. No advance payments are authorized by this contract.

**Acknowledged*

5.2. All expenses directly associated with the treatment and recovery of the disease of addiction is paid by the participants.

**Provider acknowledges all expenses for treatment paid for by participants*

6 VENDOR DEFAULT:

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

6.1.1 Failure to provide Contract Services in accordance with the requirements contained herein.

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

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

6.1.4 Failure to remedy deficient performance upon request.


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

6.2.1 Immediate cancellation of the Contract.

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

6.2.3 Any other remedies available in law or equity.

**All above conditions acknowledged*

7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. 

**Provider acknowledges all responsibility for travel costs*



West Virginia Board of Pharmacy



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WVPRN

WEST VIRGINIA PHARMACIST RECOVERY NETWORK



INVESTIGATOR
Mike Brown
Executive Director

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

www.wvprn.com

Latest News

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

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The West Virginia Pharmacist Recovery Network

HOME

THE WEST VIRGINIA PHARMACIST
RECOVERY NETWORK , CORP.

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

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

The purpose of the WVPRN is to accomplish the following:

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

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▶ ABOUT US

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

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

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

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The WV Dentists Recovery Network "WVDRN" was created via an emergency rule on July 10th 2014. Evaluation and monitoring services are provided by the WV Pharmacists Recovery Network.

The purpose of the WVDRN is to:

- ❑ Identify individuals who may be impaired by alcohol, drugs or a psychiatric disorder before patients, Dentists or families are hurt and before the state Board of Dentistry must intervene.
- ❑ Evaluate the individual's nature and severity of impairment.
- ❑ Provide complete confidentiality while providing a contract, a treatment plan, and a monitoring plan.
- ❑ Provide a support network to allow Dentists or Dental Hygienists to continue their career in dentistry as much as possible.
- ❑ Protect the public, family and friends from potential dangers and the destruction of relationships that may occur when a dentist or dental hygienist is chemically or psychiatrically impaired.
- ❑ Provide hope and assistance to any dental personnel in achieving a productive and successful recovery.
- ❑ Educate dental professionals in the area of substance abuse and addiction, including recognizing possible signs of impairment in colleagues, and what steps to take in these scenarios.

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About Us

The WV Dentists Recovery Network "WVDRN" was created via an emergency rule on July 10th 2014. Evaluation and monitoring services are provided by the WV Pharmacists Recovery Network.

The WV Pharmacists Recovery Network "WVPRN" is a nonprofit created in 2004 that has helped well over 100 Pharmacy Professionals recover from substance abuse and/or psychological impairment. The organization has over a 90% success rate in getting Pharmacists or Pharmacy techs the help they need to achieve a successful recovery and in (most) cases allow them to safely return to practice.

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Meet the Board

The WVPRN board is made up of Pharmacists, Pharmacy Students, Pharmacy technicians, and a Dental representative.

President:

Jay Effland Rph

Treasurer:

Thomas Robinette

Secretary:

Barbie Covelli Rph

Executive Director:

Mike Brown RPH

Pharmacy Student Representative:

Aaron Sturgeon, University of Charleston
Brittini Iaquina, West Virginia University
Aaron Williamson, Marshall University School of Pharmacy

Technician Representative:

Clayton Pishner

Board Directors:

Elaine Loizos Rph
Andrew McDonald Rph

Joe Mcglothlin Rph
Monte Hoffman Rph

Dental Representative:
Dr. Thomas Honaker

Dental Representatives

Dr. Thomas Honaker
T.B.A

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WV Nurse Health Program

WV Nurse Health Program Advisory Board

- 1) WV Nurses Association (WVNA)
Elizabeth "Beth" Baldwin, APRN, BC, CPNP, President
(member not confirmed)
- 2) WV Board of Examiners for Registered Professional Nurses
Robin Walton, MSN, RN, Ed.D, FNP-BC, Board President
- 3) WV LPN Board
Lanette Anderson, MSN, JD, RN, Executive Director
- 4) WV Center for Nursing & WVONE
Dottie Oakes, VP, CNO West Virginia University Hospitals
- 5) WV Association of Nurse Anesthetists (WVANA)
Ann Bostic, CRNA, Peer Advisor to AANA
- 6) Other Specialty Nursing Organizations (as identified)
Marty Henley, Chief CRNA, CAMC
- 7) Association of Deans and Directors of Nursing Education
Sandra Wynn, MSN, RN, APRN-BC, Director of AD Nursing,
Bluefield State College
- 8) WV Medical Professionals Health Program
Brad Hall MD, Executive Medical Director
- 9) WV Pharmacy Recovery Network
Mike O'Neil, Pharm.D., Executive Dir
- 10) Addiction Counseling
Jim Bennett, MA, LPC, MAC
- 11) **Angela Cavender, RN, School Nurse, Capital High School**

Organizing Committee Members

**Aila Accad, Ann Bostic, Ruth Blevins, Jan Gentry, L. Renee Green,
Kathy Doss**

Contact: 304-344-9131

ailaspeaks@gmail.com

WVPRN Operation of WV Restore

Detailed Expense Estimates

Shaded cells are calculations.

Planned Expenses	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	YEAR
Employee/Consultant Costs													
Wages	\$13,333.00	\$13,333.00	\$13,333.00	\$13,333.00	\$13,333.00	\$13,333.00	\$13,333.00	\$13,333.00	\$13,333.00	\$13,333.00	\$13,333.00	\$13,333.00	\$159,996.00
Consultant fees	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$7,200.00
Subtotal	\$13,933.00	\$13,933.00	\$13,933.00	\$13,933.00	\$13,933.00	\$13,933.00	\$13,933.00	\$13,933.00	\$13,933.00	\$13,933.00	\$13,933.00	\$13,933.00	\$167,196.00

WV restore Cost of Operations													
Education Cost (conference)	\$1,208.00	\$1,208.00	\$1,208.00	\$1,208.00	\$1,208.00	\$1,208.00	\$1,208.00	\$1,208.00	\$1,208.00	\$1,208.00	\$1,208.00	\$1,208.00	\$14,496.00
Travel/Venue (periodic education)	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$15,000.00
Facilitator Group educator mat.	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$600.00
Insurance (BRIM)	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$1,800.00
Telephone/Internet	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$3,000.00
Post Office fees	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$3,000.00
Office setup equipment	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00	\$5,100.00
Office rent	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$4,800.00
Website Cost	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$900.00
Office Supplies	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$3,600.00
Subtotal	\$4,358.00	\$4,358.00	\$4,358.00	\$4,358.00	\$4,358.00	\$4,358.00	\$4,358.00	\$4,358.00	\$4,358.00	\$4,358.00	\$4,358.00	\$4,358.00	\$52,296.00

Travel costs													
Travel costs (client support)	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$4,200.00
Subtotal	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$4,200.00

Misc. fees													
Tax preparation	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$1,020.00
Subtotal	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$1,020.00

TOTALS:													
Monthly Planned Expenses	\$18,726.00	\$18,726.00	\$18,726.00	\$18,726.00	\$18,726.00	\$18,726.00	\$18,726.00	\$18,726.00	\$18,726.00	\$18,726.00	\$18,726.00	\$18,726.00	\$224,712.00
TOTAL Planned Expenses	\$18,726.00	\$37,452.00	\$56,178.00	\$74,904.00	\$93,630.00	\$112,356.00	\$131,082.00	\$149,808.00	\$168,534.00	\$187,260.00	\$205,986.00	\$224,712.00	

CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED: WVPRN
PO BOX 4944
CHARLESTON WV 25364

CERTIFICATE NO: L 800004510 - Nov 22, 2010

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

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

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

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

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

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

Claims Made Prior Acts Date: November 22, 2010

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

BY: _____



AUTHORIZED REPRESENTATIVE

DATED: June 7, 2015

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