



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

State of West Virginia  
 Request for Quotation  
 26 - Medical

Proc Folder: 291437

Doc Description: PHARMACY SUPPLIES & SVCS FOR THE RESIDENTS OF LONG TERM CARE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-03-14	2017-04-04 13:30:00	CRFQ 0506 BHS1700000011	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

PHARMERICA  
 79 PERRY WINKLE LN  
 HUNTINGTON, WV 25702

04/03/17 11:22:44  
 00 Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

April Battle  
 (304) 558-0067  
 april.e.battle@wv.gov

Signature X

FEIN # 270479950

DATE 4/3/2017

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WVDHHR/Bureau for Behavioral Health & Health Facilities (BHFF) and the state owned Long Term Care (LTC) facilities which include: Jackie Withrow Hospital, Lakin Hospital, Hopemont Hospital, Welch Community Hospital (LTC unit only) and John Manchin Sr. Health Care Center, hereafter referred to as "facilities", to establish an open-end contract for a vendor to provide Pharmacy Supplies and Services.

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV99999	No City WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Open End Contract for Pharmacy Supplies and Services	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
51000000			

**Extended Description :**  
Pharmacy supplies and services for the state owned long term care facilities

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions Due	2017-03-21

A Proposal created for

# State of West Virginia

RFQ Number: BHS1700000011  
Bid Opening Date: 04/04/2017  
Bid Opening Time: 1:30PM EST



PharMerica

1901 Campus Place

Louisville, KY 40299

[www.PharMerica.com](http://www.PharMerica.com)

502.627.7000

April Battle  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

Thank you for inviting PharMerica to participate in this proposal for Pharmacy Services. In the following proposal you will find a detailed discussion of our pharmacy operations, clinical services, and the financial options we have prepared specifically for you. We are confident you will find that our offer demonstrates our commitment to continuing a successful partnership with you.

We believe the most compelling and fundamental reasons why you would benefit from a partnership with PharMerica are:

- **Solutions-Oriented Account Management** – Our Account Management team will proactively engage your facility management team to pursue your key objectives. After you have selected PharMerica, I will remain assigned to your account and will be assisted by an Account Manager. Together, we will serve as your primary account management contacts and will organize the resources of PharMerica’s 30+ years’ experience in long-term care to address your priorities and needs.
- **Proven Cost Containment** – Contract pricing is important; however, it’s only one component of overall cost. Assuring that each resident uses the right drug, in the right quantity, at the right time, are even more important to assuring lower overall cost. PharMerica’s suite of low cost, easy-to-implement cost containment tools and programs produce results. Many of these results are being enjoyed by thousands of nursing facilities today.
- **PharMerica’s Value Proposition** – Medication Availability, Cost Containment, and Regulatory Compliance are the key pillars of PharMerica’s service offering. When we make investments, develop new services, or even train our associates, we do so to bolster or improve each of these pillars.
- **PharMerica Technology** – PharMerica brings industry-leading technology and integration solutions that quickly enable nursing facilities to access key data—including comprehensive custom reporting and metrics—and achieve efficiencies that reduce time and labor costs. Our technology offerings are discussed in detail in the proposal. To demonstrate how effective our technology offerings are, we offer an on-site visit to showcase any of our technology solutions.
- **PharMerica’s Pricing Model** – We offer competitive Fee-for-Service Pricing for your facilities for a set contract period.

We know of the many challenges facing long-term care providers, and we plan on facing these challenges with you. We look forward to learning more about your needs and becoming your partner, and we’re eager to show you why thousands of nursing facilities choose PharMerica for assistance with their pharmacy services.

Sincerely,

Paul Krimm  
Account Executive, PharMerica Corporation

## PharMerica Service Overview

At PharMerica, we focus exclusively on the pharmacy needs of institutional care settings, especially skilled nursing facilities (SNFs), assisted living facilities (ALFs), hospitals, adult day care, and group homes. We have served the needs of facilities such as these for over 30 years. By developing groundbreaking solutions and delivering exceptional customer service, we drive the benchmarks expected of long-term care pharmacies today.

Our associates are experienced pharmacy professionals who focus on assuring that key priorities of our customers are satisfied every day. These key priorities include:

- Assured, timely access to medications
- Achieving effective pharmacy care at the lowest possible cost
- Bringing each customer the support they need to assure compliance with state and federal regulations

We are a leader in institutional pharmacy services with:

- Over 95 pharmacies dedicated to the needs of institutional care facilities and their residents
- Over 6,000 employees serving more than 3,000 facilities nationwide
- Over 30 years of experience with a record of delivering solutions and services that evolve to meet the changing needs of our customers

### Our Mission

PharMerica's mission is to ensure our customers succeed by setting the standard for pharmacy services, providing cost-effective solutions, and leading technology offerings. As a business, we are dedicated to earning the respect of our customers as a key, value-added solutions provider to their own business needs.

### Our Principles

We want to earn your trust as a valued partner that delivers industry-leading performance every day. These principles guide every decision we make:

- **Value**—We offer you exceptional value through cost-effective cost containment solutions, best-in-class pharmacy services, and documented savings.
- **Trust**—We develop collaborative relationships built on price transparency and ethical business practices.
- **Performance**—We provide quality core services such as accurate, on-time medications, integrated end-to-end technology solutions to meet every need, and valuable educational services tailored specifically for the needs of nursing facility staff.

With more than 30 years in institutional pharmacy services, we have developed the solutions and services long-term care providers need to succeed in an ever more complex and challenging environment. Through industry-leading consultant pharmacist services, streamlined billing options, regulatory compliance expertise, and industry-leading technology offerings, our services are designed to help you increase efficiency, save money, and optimize resident care.

At PharMerica, we streamline, automate, and improve our pharmacy services every day. We place the needs of your nursing facility staff and residents ahead of our own. Most of all, we help you focus on what is truly important—providing top-quality resident care.

## Medication Availability

PharMerica recognizes that medication availability is of key concern for nursing facilities today, particularly in cases of high acuity residents or admissions that occur after normal operating hours. Medication availability can be challenged by a multitude of factors, so in turn we bring a multitude of solutions to address each one.

- ***First Dose Dispensing***

PharMerica's advanced on-site medication availability system, RxNow, provides immediate access to emergency, time sensitive, and new admission first dose medications needs for up to 300 medications, including controls. Our RxNow system is deployed in hundreds of nursing facilities, allowing nursing staff in these sites to manage the first dose challenge effectively.

- ***Advanced On-Site Dispensing***

PharMerica's RxSentry on-site dispensing system is a comprehensive med-pass technology solution that can dispense different 200 oral tabs and caps in patient-specific packages. RxSentry is secured by authentication and fully integrated with customer and pharmacy systems to provide seamless data transmission and integration.

- ***Order Alert Notifications***

We use technology to notify our customers of anything that could serve to delay a medication order. Order Alerts is an easy-to-follow dashboard that dynamically updates each order's status. Order Alerts can even be sent by email, text, or fax.

- ***Electronic Prescribing***

Using the Surescripts network, we make it easy for physicians to ePrescribe their controlled and non-controlled orders to any of our 90+ pharmacies nationwide.

- ***Real-time Messaging with your EMR***

We integrate with most electronic medical record (EMR) system vendors our customers use so they can use those systems to transmit patient census and ordering information electronically to PharMerica. This allows our customers to use a single system for orders and patient records.

- ***Continuity of Medication for Discharging Residents***

Through DischargeRx, we assure your residents continuity of care as they transition from your facility to their home. We'll deliver a full 30-day supply of medications to each resident leaving your facility and even bill the resident's insurance plan. DischargeRx may reduce the chances of a hospital readmission.

- ***Simplify Resident Transitions from Hospital to Facility***

Through TransitionRx, we facilitate pre-admission medication needs with hospital discharge planners and care coordinators. PharMerica provides Admission Assessments, complete with medications and lower cost alternatives to review with the admitting physician, before or

during the resident's admission. TransitionRx reduces the potential for hospital readmission by assuring medications are ready quicker for a newly admitted resident.

## Cost Containment

Of all the services long-term care pharmacies provide to nursing home customers, the #1 expectation is for their pharmacy to save them money. PharMerica offers our customers a suite of easy-to-use cost containment tools and the reporting and data our customers need to achieve effective medication management.

- ***Comprehensive Reporting***  
PharMerica provides customers with comprehensive reporting that detail medication expenditures. Our Account Managers guide you through the data, providing you with insights to key cost drivers, cost savings results, and actionable recommendations. We can even automate the delivery of the reporting your facility desires the most by sending them directly to any email, fax, or mobile phone, notifying you that a report has been generated and is ready.
- ***Pre-Admit Pricing***  
The best way to save money is to avoid the cost right from the start. We offer customers a secure web-portal pre-admissions screening tool, RxForecaster, so they can identify lower cost medication alternatives and therapeutic interchange recommendations prior to or during the admission process.
- ***Effective Medicare Part D Denial Management***  
PharMerica's RxAllow service is specifically designed to avoid Part D non-covered denials and recapture non-covered charges. Our team of experts pursue physicians and payers to gain approval of previously denied claims. We also document the process and report the savings.
- ***Proactive Part D Plan Assessments***  
No two Part D Plans are alike, and some residents may find themselves in a Part D Plan that does not suit their drug coverage needs. PharMerica's Part D Plan Alert service is an individualized, resident-specific notice that compares the medication needs of the resident to Medicare Part D formulary drug coverage under different plans. This single page document makes it perfect for consultation with the family or physician.
- ***Dispensing & Cost Limits***  
PharMerica's Quantity Limit Program lowers cost by setting dispensing limits and required authorizations for higher cost medications. Our recommended quantity limits will reduce your facility's potential wasted cost by limiting your exposure to high cost or typical shorter-stay medications.
- ***Split Billing the Cost of a Medication Supply***  
Split Bill splits the cost of a medication supply when the responsibility for payment changes from facility responsible or Med A to a third party plan, such as Medicare Part D. Splitting the bill reduces cost, improves continuity of care, and reduces waste.

## Compliance & Education

PharMerica is committed to keeping you compliant with federal and state regulations by providing you access to our team of expert clinicians and accredited Continuing Education opportunities.

- ***Continuing Education On-site or Online***  
PharMerica Customer University provides a wide range of accredited, continuing education programs designed for administrators and nurses. For your convenience, we will come to you or you can take advantage of our online training tools. We even host continuing education webinars throughout the year.
- ***Nurse Consulting***  
Our professional nurse consultants, pharmacy technicians, and pharmacists are experts in medication storage and administration audits. They are ready to assist you in a variety of ways such as mock surveys, pre-survey audits, med-pass observations, cart audits, medication destruction, and medication room inspections or audits.
- ***Consultant Pharmacists***  
PharMerica's consultant pharmacists are trained to identify ways to lower costs and help you stay in compliance with ever-changing regulations. Consultant pharmacists conduct monthly on-site visits, provide guidance on appropriate medication usage, and alert you to opportunities to improve resident care and avoid F-Tags.
- ***On-site IV Services***  
PharMerica IV nurses can provide insertion services, education, and training for your staff. We can provide on-site IV in-services, bedside teaching and coaching, or over-the-phone assistance and support.
- ***Medical Records***  
PharMerica offers both traditional multi-part medical paper records and electronic MAR (e-MAR) records. Paper MARS are printed on a monthly basis.
- ***Electronic Ordering and MAR***  
EZ-MAR™ is a web-based tool that combines e-Ordering and an e-MAR system designed specifically for nursing facilities. EZ-MAR™ is used by nursing facilities nationwide, connecting facility med-pass records and administrations with pharmacy orders and billing.

### Contract Manager

Paul Krimm, Account Executive

Phone: 304-419-1541

Fax: 877-206-7137

Email: Paul.Krimm@PharMerica.com



CRFQ BHS1700000011  
PHARMACY SUPPLIES & SERVICES

**EXHIBIT A**

Any anticipated travel, dispensing or other costs related to the performance of services under this RFQ must be accounted for and incorporated into the vendor's monthly service fee to be reported below. No expenses other than the pre-established costs of drugs and monthly service fees will be reimbursed by the State.

Bids will be reviewed and an award made to the vendor providing the overall lowest costs to the facilities. Submission of a quotation implies acceptance of the following pre-established acquisition cost margins to be paid by the State for pharmaceuticals:

<b>SERVICES</b>	<b>ALLOWABLE CHARGES</b>
<i>Prescription Drugs not covered by Insurance:</i>	<b>Wholesale Acquisition Cost (W.A.C.) + 2%</b>
<i>Non-prescription Drugs not covered by Insurance:</i>	<b>Wholesale Acquisition Cost (W.A.C.) + 1%</b>

**PRICING PAGE**

**Monthly Service Fee**

<b>FACILITY AND LICENSED BEDS (LTC)</b>	<b>COST PER LICENSED BED PER MONTH</b>	<b>TOTAL PER MONTH</b>
Jackie Withrow Hospital 199 licensed beds	\$4.32	\$859.68
Hopemont Hospital 98 licensed beds	\$4.32	\$423.36
Lakin Hospital 114 licensed beds	\$4.32	\$492.48
John Manchin Sr. Health Care 41 licensed beds	\$4.32	\$177.12
Welch Community Hospital 59 licensed beds	\$4.32	\$254.88
	<b>TOTAL BID =</b>	<b>\$2,207.52</b>

**\*\*\*NOTE\*\*\***

For the purposes of evaluation and award, bidders must incorporate all direct and peripheral costs into a set monthly fee to be charged on a per licensed bed basis:

Vendor Name: PharMerica Corporation


Vendor Address: 78 Perry Winkle Lane  
Huntington, WV 25702

Remit to Address: 1901 Campus Place  
Louisville, KY 40299

Phone #: 304-736-8310

Fax #: 877-206-7137

E-mail: Joshua.Webb@pharmerica.com

Signature: \_\_\_\_\_  


Date: April 3, 2017

**SOLICITATION NUMBER: CRFQ BHS170000011**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as CRFQ BHS170000011 ("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:**

1. This addendum is to provide the attachment for Addendum #1 that were left out in error.

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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO BHS1700000011**

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


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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

PHARMERCA  
Company  
  
Authorized Signature  
3/29/2017  
Date

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

**SOLICITATION NUMBER: CRFQ BHS170000011**

**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as CRFQ BHS170000011 ("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:**

1. This addendum is for the attachment of vendor questions and responses.

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.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO BHS1700000011**

**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 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.

Pharmacia  
Company

[Signature]  
Authorized Signature

3/29/2017  
Date

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

**ADDENDUM #1 – Pharmaceutical Supplies and Services**

**CRFQ BHS170000011**

1. **Question:** The bid lists 511 total licensed beds for all facilities. What is the average actual total census?

**Answer:** For the month of February 2017 the average daily census for all five facilities was 303.

2. **Question:** Section 4.2 describes the facilities' use and implementation of the VistA system. Is this system currently being used by the pharmacy provider? Will the pharmacy provider under the new contract be required to have a bi-directional interface with the VistA system?

**Answer:** The system detailed in the specifications is the one being used by the current pharmacy provider. The awarded provider will be required to utilize the same system as described in the specifications.

3. **Question:** Do the facilities currently order IV medications and use IV nursing services from the current pharmacy? If yes, what is the frequency of IV medication orders and IV nursing services?

**Answer:** The facilities do not order IV medications nor use IV nursing services from the current pharmacy and they will not be added to this solicitation.

4. **Question:** Can you confirm that bidders must comply with all state and federal laws, rules, and regulations, including, but not limited to the Federal Anti-Kickback Statute (42 U.S.C 1320a-7b(b))?

**Answer:** Yes, all bidders must comply with all state and federal laws, rules and regulations, including but not limited to the Federal Anti-Kickback Statute.

5. **Question:** What is the anticipated contract start date?

**Answer:** June 15, 2017

6. **Question:** Section 42 of the instructions describes a background check, but says it is only applicable to service providers "whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have

access to sensitive or critical information." Is this background check required for the service provider for this contract? If yes, in place of the background check, can the state rely on an affirmation from the service provider that all employees passed a background check upon initial hiring?

**Answer:** If this is specific to Section 45 of the General Terms and Conditions document, the requirement for background checks is applicable to services provided in or employees who are regularly employed on the grounds of in the Buildings of the Capitol complex. As such this requirement will not be applicable to providers of service at the Long Term Care Facilities listed in the solicitation.

7. **Question:** Where can I find a copy of the bid that won the last RFP?

**Answer:** [http://www.state.wv.us/admin/purchase/bids/FY2014/B\\_BHS14012\\_02.pdf](http://www.state.wv.us/admin/purchase/bids/FY2014/B_BHS14012_02.pdf)



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

*Joshua L. Webb, Pharmacy Director*  
(Name, Title)  
JOSHUA L. WEBB, PHARMACY DIRECTOR  
(Printed Name and Title)  
78 PERRY WANKLE LANE HUNTINGTON, WV 25702  
(Address)  
1-800-785-5850 | 1-877-206-7137  
(Phone Number) / (Fax Number)  
JOSHUA.WEBB@PHARMERICA.COM  
(email address)

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

PHARMERICA  
(Company)  
*Joshua L. Webb, Pharmacy Director*  
(Authorized Signature) (Representative Name, Title)  
JOSHUA L. WEBB, PHARMACY DIRECTOR  
(Printed Name and Title of Authorized Representative)  
3/29/2017  
(Date)  
1-800-785-5850 | 1-877-206-7137  
(Phone Number) (Fax Number)

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

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

## **2. Permitted Uses and Disclosures.**

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

### **3. Obligations of Associate.**

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

**f. Support of Individual Rights.**

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

#### **4. Addendum Administration.**

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

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

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

#### **5. General Provisions/Ownership of PHI.**

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



AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: PHARMERICA

Signature: \_\_\_\_\_

Signature: 


Title: \_\_\_\_\_

Title: PHARMACY DIRECTOR

Date: \_\_\_\_\_

Date: 3/29/2017

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF Jan 20 17  
  
Patrick Morrissey  
Attorney General  
BY \_\_\_\_\_

**Appendix A**

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

**Name of Associate:**

**Name of Agency: WV DHHR / Bureau for Behavioral Health & Health Facilities**

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

**To the minimum extent necessary, the services contained within this agreement involve the transmission of protected health information required for the appropriate oversight and administration of health care services and may include, but is not limited to, data and information related to; treatment data, beneficiary eligibility, medical records, and/or billing information, in paper, electronic, or any other form.**

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: PharMerica

Authorized Signature: [Signature] Date: 3/29/2017

State of Kentucky

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 29th day of March, 2017.

My Commission expires 1-30, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC Patricia Brattan

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: PharMerica Signed: [Signature]  
Date: 3/29/17 Title: EVP LTC OPS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Willis of Tennessee, Inc. CONTACT NAME: Willis Towers Watson Certificate Center. INSURER A: Arch Specialty Insurance Company. INSURER B: Travelers Property Casualty Company of America.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Healthcare Prof Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: WVDHHR/BHFF, 350 Capitol Street, Room 350, Charleston, WV 25301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL COVERAGE SCHEDULE**

COVERAGE	LIMITS
<b>POLICY TYPE: Healthcare Umbrella Professional Liability</b> <b>CARRIER: Arch Specialty Insurance Company</b> <b>POLICY TERM: 7/31/2016 - 7/31/2017</b> <b>POLICY NUMBER: UFL0028412-08</b>	<b>\$1,000,000 Per Claim</b> <b>\$2,000,000 Aggregate Limit</b> <b>\$2,000,000 SIR</b>
<b>POLICY TYPE: Workers Compensation and Employers Liability</b> <b>CARRIER: Travelers Indemnity Company</b> <b>POLICY TERM: 7/31/2016 - 7/31/2017</b> <b>POLICY NUMBER: TRKUB-4243B815-16</b>	<b>WC – Per Statute</b> <b>\$1,000,000 E.L. Each Accident</b> <b>\$1,000,000 E.L. Disease - Policy Limit</b> <b>\$1,000,000 E.L. Disease - Each Employee</b>

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FC1712668	08-31-2018	\$731
SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	RETAIL PHARMACY	07-02-2015
CONTINUUMCARE PHARMACY D/B/A PHARMERICA 78 PERRY WINKLE LANE HUNTINGTON, WV 25702 9506		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON, D.C. 20537

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacturer, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IS NOT VALID AFTER THE EXPIRATION DATE.**

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON, D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
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Form DEA-223 (05/04)



# Board of Pharmacy

**REGISTERED PHARMACY PERMIT**

**CONTROLLED SUBSTANCE PERMIT**

**STERILE / PHARMACEUTICAL COMPOUNDING PERMIT**

**July 1, 2016 - June 30, 2017 - Date Issued: September 28, 2016**

**ContinuumCare Pharmacy LLC, dba PharMerica**  
Registered Pharmacy

78 Perry Winkle Lane  
Huntington, WV 25702

LICENSE # MP0552385

DEA # FC1712668

Schedule II Narcotic  
Schedule II Non-Narcotic  
Schedule III Narcotic  
Schedule IV All  
Schedule V All

**Matthew R. Brown - RP0006180**

Registered Pharmacist in Charge



**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**CONTINUUMCARE PHARMACY LLC  
78 PERRY WINKLE LN  
HUNTINGTON, WV 25702-9506**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 2229-0614**

This certificate is issued on: 07/14/2011

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.  
This certificate shall be permanent until cessation of the business for which the certificate of registration  
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new  
certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.



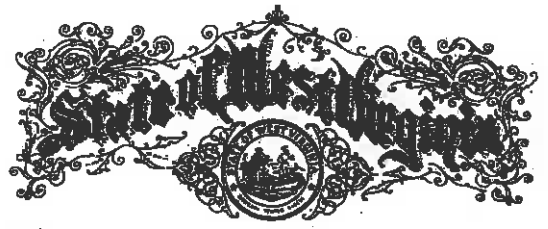
# Board of Pharmacy

July 1, 2015-June 30, 2017

Herschel Baker, Jr.

Registered Pharmacist

License # [REDACTED]



# Board of Pharmacy

REGISTERED PHARMACIST LICENSE

July 1, 2016-June 30, 2018

Matthew R. Brown

Registered Pharmacist

License # [REDACTED]

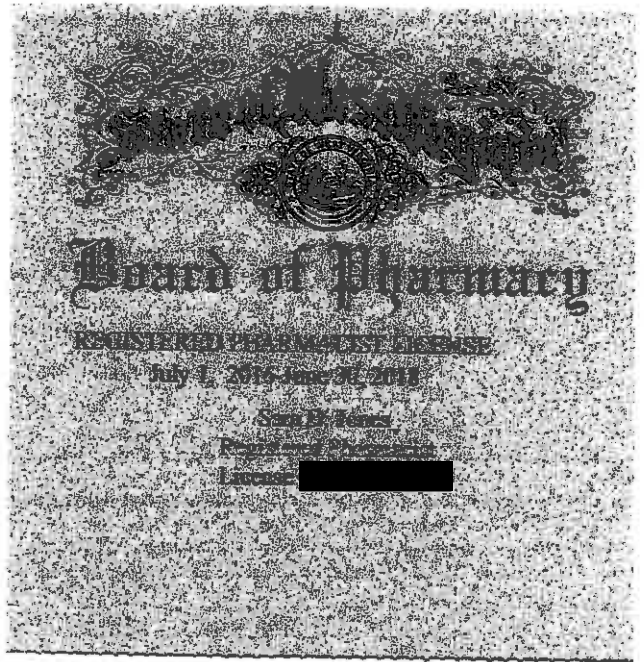


# Board of Pharmacy

**REGISTERED PHARMACIST LICENSE**

**July 1, 2016-June 30, 2018**

**Herbert R. Fisher  
Registered Pharmacist  
License [REDACTED]**



# Board of Pharmacy

RENEWED FROM LAST ISSUE

July 1, 2015 - June 30, 2016

State of Texas

Pharmacy Board

Expires: [REDACTED]



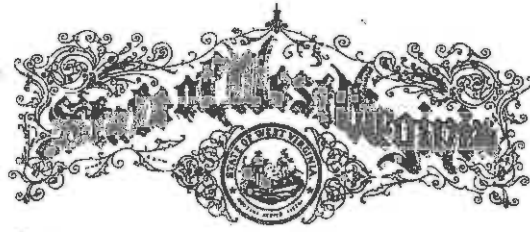
## Board of Pharmacy

July 1, 2015-June 30, 2017

Bradley D. Lough, II

Registered Pharmacist

Licens: [REDACTED]



# Board of Pharmacy

REGISTERED PHARMACIST LICENSE

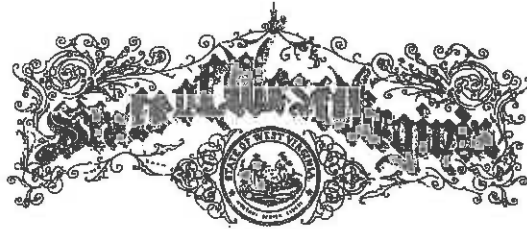
July 1, 2015-June 30, 2017

Tonya M. Michotas

Registered Pharmacist

License # [REDACTED]

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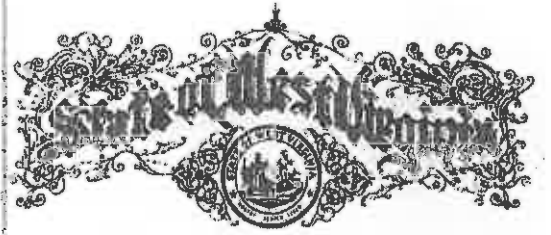
# Board of Pharmacy

REGISTERED PHARMACIST LICENSE

July 1, 2015-June 30, 2017

Sarah Nottingham  
Registered Pharmacist  
License # [REDACTED]





# Board of Pharmacy

REGISTERED PHARMACIST LICENSE

July 1, 2016-June 30, 2018

Brian Workman  
Registered Pharmacist  
Licens [REDACTED]



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Tyler R. Blake

Registered Pharmacy Technician

License [REDACTED]

**Pharmacy Technician Certification Board**

[www.ptcb.org](http://www.ptcb.org)

certifies that

**Tyler Blake**



**Certified 11/4/2016**

**Application Deadline 11/1/2018**

**Expires on 11/30/2018**





# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Emilee A. Burkhamer

Registered Pharmacy Technician

License [REDACTED]

# Pharmacy Technician Certification Board



Has met all requirements for certification and merits the designation of  
*Certified Pharmacy Technician (CPhT)*

Certification Number



Initial Certification Date

November 18, 2016

Application Deadline

November 01, 2018

Expiration Date

November 30, 2018

A handwritten signature in cursive script, appearing to read "P. N. Abramowitz".

Chair, Board of Governors



A handwritten signature in cursive script, appearing to read "E. M. Allister".

Executive Director/CEO



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2015-June 30, 2017

Rebecca J. Carver  
Registered Pharmacy Technician  
License # [REDACTED]



# Board of Pharmacy

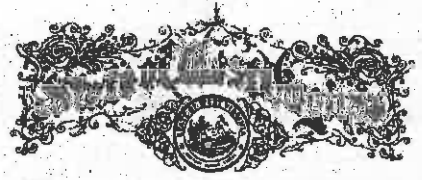
REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Erika R. Clagg

Registered Pharmacy Technician

License [REDACTED]



**Board of Pharmacy**

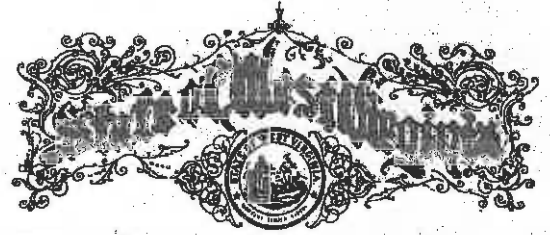
July 1, 2015-June 30, 2017

Olivia T. Clark

Registered Pharmacy Technician

Licens



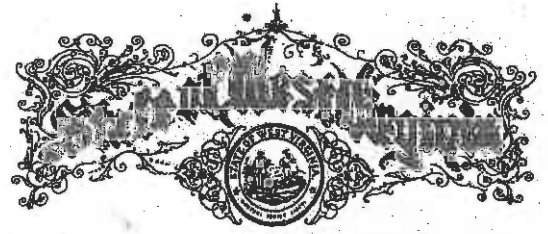


# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2015-June 30, 2017

Anthony S. Cremeans  
Registered Pharmacy Technician  
License [REDACTED]



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2015-June 30, 2017

Lisa K. Cremeans

Registered Pharmacy Technician

License # [REDACTED]



## CERTIFICATION VERIFICATION

### Certificant Information

Chasity Hammond  
Huntingotn, WV

### Certification Information

Certification Number [REDACTED]	Status: Active
Last Recertification Date: N/A	Application Deadline: March 01, 2018
Issue Date: March 11, 2016	Expiration Date: March 31, 2018

Verification Date: Tuesday, March 15, 2016

Below are definitions of all potential certification statuses:

**Active:** Currently certified.

**Expired:** Not currently certified, but eligible for reinstatement.

**Uncertified:** Not certified and must reapply.

**Suspended:** Not Certified. Certification is suspended.

**Revoked:** Not Certified. Certification has been revoked.

The verification information provided by PTCB is obtained from PTCB certification records, which are securely maintained. PTCB makes all reasonable effort to ensure that the certification record information is reported and published in an accurate and complete manner. PTCB is a primary source verifier.

PTCB grants initial certification to individuals who meet a number of program requirements, including a passing score on the Pharmacy Technician Certification Exam (PTCE). All current or past holders of a certificate received a passing score on a PTCB approved exam.



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2015-June 30, 2017

Laura L. Henderson

Registered Pharmacy Technician

License [REDACTED]



## CERTIFICATION VERIFICATION

### Certificant Information

Laura Leigh Henderson  
Barboursville, WV

### Certification Information

Certification Number: [REDACTED]  
Last Recertification Date: N/A  
Issue Date: June 23, 2015

Status: Active  
Application Deadline: June 01, 2017  
Expiration Date: June 30, 2017

Verification Date: Tuesday, March 15, 2016

Below are definitions of all potential certification statuses:

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**Expired:** Not currently certified, but eligible for reinstatement.

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**Suspended:** Not Certified. Certification is suspended.

**Revoked:** Not Certified. Certification has been revoked.

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# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Anthony A. Huffman

Registered Pharmacy Technician

Licence

Pharmacy Technician Certification Board



Has met all requirements for certification and merits the designation of  
**Certified Pharmacy Technician (CPhT)**

Certification Number



Initial Certification Date

May 10, 2013

Renew By Date

July 01, 2017

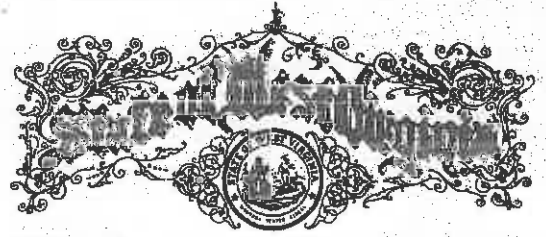
Expiration Date

July 31, 2017

  
Chair, Board of Governors



  
Executive Director/CEO



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2015-June 30, 2017

Stephanie L. Hughes

Registered Pharmacy Technician

License: [REDACTED]





# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Gregory A. Martin

Registered Pharmacy Technician

License [REDACTED]

# Pharmacy Technician Certification Board



Has met all requirements and hereby certifies the designation of

*Certified Pharmacy Technician (CPhT)*

Certification Number	Initial Certification Date	Renewal By Date	Expiration Date
1 [REDACTED]	December 08, 2015	December 01, 2017	December 31, 2017

*[Signature]*  
Chief, Board of Governors



*[Signature]*  
Executive Director/CEO



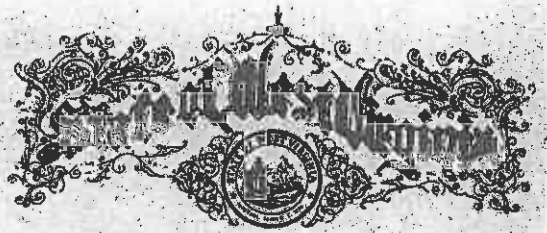
**Board of Pharmacy**

July 1, 2016-June 30, 2018

Ryan N. McCoy

Registered Pharmacy Technician

License [REDACTED]



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Tracy E. Morales

Registered Pharmacy Technician

License [REDACTED]

**Pharmacy Technician Certification Board**

[www.ptcb.org](http://www.ptcb.org)

certifies that

**Tracy Eilyn Morales**  
[REDACTED]

Certified 9/7/2010

Application Deadline 2/1/2019

Expires on 2/28/2019





# Board of Pharmacy

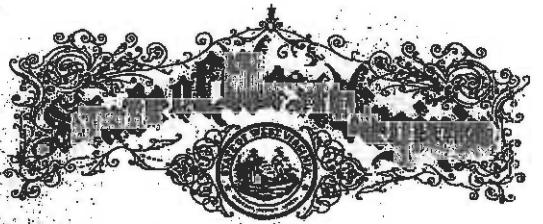
REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2015-June 30, 2017

Katelyn N. Neff

Registered Pharmacy Technician

License [REDACTED]



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Kelly S. Plantz

Registered Pharmacy Technician

Licens [REDACTED]



**Board of Pharmacy**

July 1, 2016-June 30, 2018

Angela M. Raschiff

Registered Pharmacy Technician

License [REDACTED]



# Pharmacy Technician Certification Board



Has met all requirements for certification and merits the designation of

*Certified Pharmacy Technician (CPhT)*

Certification Number	Initial Certification Date	Application Deadline	Expiration Date
██████████	September 14, 2012	February 01, 2019	February 28, 2019

*Chris Stangor*  
Chair, Board of Governors



*Ed Allie*  
Executive Director/CEO



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Tyler M. Rimmer

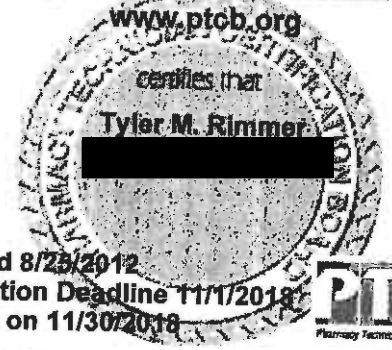
Registered Pharmacy Technician

License #



**Pharmacy Technician Certification Board**

[www.ptcb.org](http://www.ptcb.org)



certifies that

**Tyler M. Rimmer**



Certified 8/25/2012

Application Deadline 11/1/2018

Expires on 11/30/2018





**Board of Pharmacy**

July 1, 2016-June 30, 6/30/2018

Chastidy R. Rudolph

Registered Pharmacy Technician

License



# Pharmacy Technician Certification Board



Has met all requirements for certification and merits the designation of  
*Certified Pharmacy Technician (CPhT)*

Certification Number



Initial Certification Date

February 03, 2017

Application Deadline

February 01, 2019

Expiration Date

February 28, 2019

Chair, Board of Governors



Executive Director/CEO



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2015-June 30, 2017

Rebecca D. Sanders  
Registered Pharmacy Technician  
License [REDACTED]

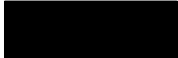
# Pharmacy Technician Certification Board



Has met all requirements for certification and merits the designation of

*Certified Pharmacy Technician (CPhT)*

Certification Number



Initial Certification Date

April 13, 2015

Application Deadline

April 01, 2019

Expiration Date

April 30, 2019

Chair, Board of Governors



Executive Director/CEO



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

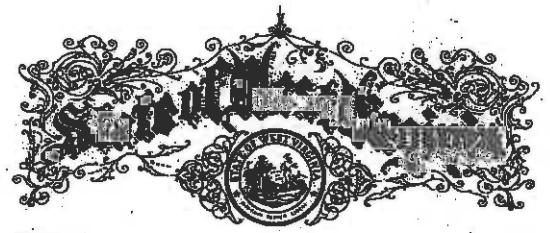
July 1, 2015-June 30, 2017

Whitney J. Spears

Registered Pharmacy Technician

License [REDACTED]





# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Amy N. Turley

Registered Pharmacy Technician

License # [REDACTED]



## CERTIFICATION VERIFICATION

### Certificant Information

Amy Turley  
Culloden, WV

### Certification Information

Certification Number: [REDACTED]  
Last Recertification Date: N/A  
Issue Date: May 20, 2016

Status: Active  
Application Deadline: May 01, 2018  
Expiration Date: May 31, 2018

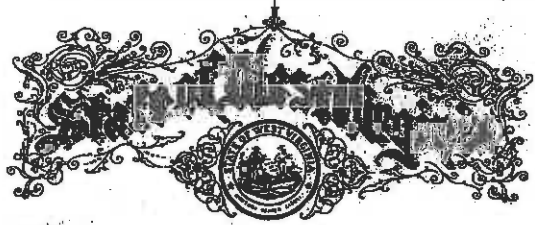
Verification Date: Wednesday, June 01, 2016

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- Revoked:** Not Certified. Certification has been revoked.

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# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Kristie M. Warren-Smith  
Registered Pharmacy Technician  
License # [REDACTED]



# Board of Pharmacy

PHARMACY TECHNICIAN TRAINEE CERTIFICATE

3/8/2016-9/8/2017

Allison Willis

Pharmacy Technician Trainee

License





# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2015-June 30, 2017

Jessica M. Young

Registered Pharmacy Technician

License [REDACTED]



## CERTIFICATION VERIFICATION

### Certificant Information

JESSICA Marie YOUNG  
NITRO, WV

### Certification Information

Certification Number: [REDACTED]  
Last Recertification Date: N/A  
Issue Date: September 11, 2015

Status: Active  
Application Deadline: September 01, 2017  
Expiration Date: September 30, 2017

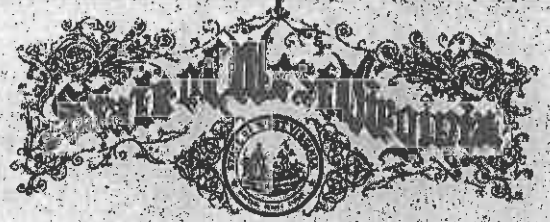
Verification Date: Tuesday, March 15, 2016

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- Suspended:** Not Certified. Certification is suspended.
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# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2016-June 30, 2018

Michele R. Crompton  
Registered Pharmacy Technician  
License [REDACTED]



# Board of Pharmacy

REGISTERED PHARMACY TECHNICIAN CERTIFICATE

July 1, 2015-June 30, 2017

Chasity D. Hammond

Registered Pharmacy Technician

Licens [REDACTED]