



**Technical Proposal**  
**Comprehensive Controlled Substance Monitoring Program**

**West Virginia Board of Pharmacy**  
**Solicitation Number: CRFQ 0913 PHB 1800000001**

**August 2, 2017**

08/03/17 09:57:59  
Purchasing Division

August 2, 2017

Mr. Mike Goff  
Controlled Substance Monitoring Program Administrator  
West Virginia Board of Pharmacy  
2310 Kanawha Boulevard East  
Charleston, WV 25311

c/o

Ms. Melissa K. Pettrey  
Bid Clerk  
West Virginia Department of Administration  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

RE: Comprehensive Controlled Substance Monitoring Program for the West Virginia Board of Pharmacy;  
Request for Quotation Solicitation Number: CRFQ 0913 PHB1800000001

Dear Mr. Goff:

Appriss Health is pleased to submit this response to the Comprehensive Controlled Substance Monitoring Program for the West Virginia Board of Pharmacy; Solicitation Number: CRFQ 0913 PHB1800000001 Request for Quotation.

We are confident in our abilities to provide a Comprehensive Controlled Substance Monitoring Program for the West Virginia Board of Pharmacy with migration of historical data and transfer of user accounts. This includes a database management system, with hosting of the database, collection and loading of data, providing access for authorized users and customer support. We can also provide system tools to query the database, assist with and modify user accounts and monitor CSMP activities, and much more, as you have requested.

Appriss Health provides the nation's most comprehensive platform for early identification, prevention and management of substance use disorder (SUD). We currently provide the prescription drug monitoring platform for 42 government agencies, along with providing advanced analytics, real-time clinical decision support, critical insights and interventions to physicians, pharmacists and care team members through millions of patient encounters each year. Our solutions enable the assessment and management of clinical risk in order to positively impact patient safety and health outcomes.

We have been delivering statewide solutions since 1994. In furthering the company's mission of "Knowledge for Good," Appriss Health continues to invest in the Prescription Drug Monitoring Program (PDMP) market. In the last year we added Alaska, Arizona, Massachusetts, Oklahoma, South Carolina, South Dakota and Vermont as our most recent PDMP solution states. In addition, Pennsylvania and Texas have selected Appriss Health's PDMP solution as their platform of choice as the program has transferred from their current departments to the Department of Health and Board of Pharmacy respectively.

Appriss Health fully-intends to leverage the company's PMP AWARe solution and subject matter expertise to achieve the goals of the West Virginia Board of Pharmacy with regard to the Comprehensive Controlled Substance Monitoring Program. We have proven our ability to provide highly-scalable PDMP solutions supporting millions of transactions with the fastest response times in the industry. Appriss Health is ideally suited to provide the necessary SaaS software solution, including implementation, data conversion and ongoing operations of the system. Appriss follows a disciplined project plan providing for a statewide system rollout, system training and support materials, and world-class customer and technical support. Appriss is prepared to adhere to all of the requirements specified in this request for quotation.

A unique and compelling attribute of PMP AWARe is its ability to support interoperability out-of-the-box. PMP AWARe provides instant connection to PMP InterConnect (PMPi), the interstate data-sharing hub provided by the National Association of Boards of Pharmacy (NABP). As of today, PMPi supports interstate data sharing among 43 states, including: Ohio, Kentucky, Virginia, Maryland and Pennsylvania. Additional states are anticipated to join this national network of PDMPs in the coming months. Unlike other vendors' solutions, PMP AWARe is able to reflect the addition of any new states instantly within the solution, thereby enabling faster access to interstate data for West Virginians and thereby positively impacting the fight against prescription drug abuse.

PMP AWARe also works seamlessly with complementary technologies such as PMP Gateway to facilitate interoperability of data directly into clinical and pharmacy workflows. Appriss Health maintains active integrations with major EHR vendors such as Cerner, Epic, MEDENT, pharmacy management systems, and more.

Appriss Health is the ideal partner for West Virginia in its mission to enhance patient safety through a state-of-the-art Comprehensive Controlled Substance Monitoring Program that is able to ensure the highest data quality, stringent security and privacy options, out-of-the-box interoperability capabilities, and the lowest total cost of ownership.

For any questions or more information regarding Appriss Health's response, please contact Mr. Brad Bauer, Vice President, Business Development, Appriss Health, directly. Brad can be reached via phone at (678) 646-7701 or email at [bbauer@apprisshealth.com](mailto:bbauer@apprisshealth.com).

Thank you for this opportunity.

Yours truly,



Robert Cohen

President  
Appriss Health



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

State of West Virginia  
 Request for Quotation  
 34 - Service - Prof

Proc Folder: 348505

Doc Description: Prescription Monitoring Program.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-07-18	2017-08-03 13:30:00	CRFQ 0913 PHB1800000001	1

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV 25305

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Melissa Petrey

(304) 558-0094

melissa.k.petrey@wv.gov

Signature X

FEIN #

61-1371324

DATE

08/01/17

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

**ADDITIONAL INFORMATION**

**Central Request for Quotation (CRFQ)**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Board of Pharmacy to establish a contract for the one-time purchase of a Prescription Monitoring Program per the attached bid requirements, specifications and terms and conditions.

INVOICE TO		SHIP TO	
BOARD OF PHARMACY 2310 KANAWHA BLVD E		BOARD OF PHARMACY 2310 KANAWHA BLVD E	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Prescription Monitoring Program Database	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Comprehensive Controlled Substance Monitoring Program for the WV Board of Pharmacy with migration of historical data and transfer of user accounts. This includes a database management system, with hosting of the database, collection and loading of data, providing access for authorized users and customer support. Also providing system tools to query the database, assist with and modify user accounts and monitor CSMP activities.

INVOICE TO		SHIP TO	
BOARD OF PHARMACY 2310 KANAWHA BLVD E		BOARD OF PHARMACY 2310 KANAWHA BLVD E	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Implementation and Installation to Acceptance	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Implementation and Installation to Acceptance; and First Year Maintenance and Support/Warranty/Hosting

BOARD OF PHARMACY 2310 KANAWHA BLVD E		BOARD OF PHARMACY 2310 KANAWHA BLVD E	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Year 2 Maintenance, Support/ Warranty/Hosting	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
Second Year Maintenance and Support/Warranty/Hosting

BOARD OF PHARMACY 2310 KANAWHA BLVD E		BOARD OF PHARMACY 2310 KANAWHA BLVD E	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Year 3 Maintenance, Support/ Warranty/Hosting	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
Third Year Maintenance and Support/Warranty/Hosting

BOARD OF PHARMACY 2310 KANAWHA BLVD E		BOARD OF PHARMACY 2310 KANAWHA BLVD E	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Year 4 Maintenance, Support/ Warranty/Hosting	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
 Fourth Year Maintenance and Support/Warranty/Hosting

INVOICE TO		SHIP TO	
BOARD OF PHARMACY 2310 KANAWHA BLVD E		BOARD OF PHARMACY 2310 KANAWHA BLVD E	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Additional Professional Services Support Hours	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
 Additional Professional Services Support Hours

PHB1800000001	<b>Document Phase</b> Draft	<b>Document Description</b> Prescription Monitoring Program.	<b>Page 5</b>
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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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 07/24/2017 @ 9:00 A.M. EST

Submit Questions to: Melissa Pettrey  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: melissa.k.pettrey@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:**  
**BUYER:** Melissa Pettrey  
**SOLICITATION NO.:**  
**BID OPENING DATE:**  
**BID OPENING TIME:**  
**FAX NUMBER:**

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, 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, 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:** 08/03/2017 @ 1:30 P.M. 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 wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”
- 20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

### 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "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.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "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.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "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 \_\_\_\_\_ and extends for a period of \_\_\_\_\_ 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 \_\_\_\_\_ successive one (1) year 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. 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 NINETY (90) days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional THREE (3) successive one year renewal 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.

**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. 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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           \$50,000.00          . 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

**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.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_

\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**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:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**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. 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.

**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. 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 § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** 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 laws, regulations, and ordinances.

**23. 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.

**24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. PRIVACY, SECURITY, AND 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>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.



**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**40. 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.

**41. 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.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider 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 to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. 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.

**44. 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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: \_\_\_\_\_  
 Contractor's License No.: WV- \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

Revised 07/07/2017

**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.



**c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:**

- i. The subcontractor listed in the original bid has filed for bankruptcy;**
- ii. The subcontractor in the original bid has been debarred or suspended; or**
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** \_\_\_\_\_

**Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.**

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

**Attach additional pages if necessary**

**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
- 4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**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.

Brad Bauer, VP Business Development  
 (Name, Title)  
Brad Bauer  
 (Printed Name and Title)  
10401 Linn Station Road  
 (Address)  
(678) 319-0970  
 (Phone Number) / (Fax Number)  
bbauer@apprisshealth.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.

Appriss  
 (Company)

Rob Cohen  
 (Authorized Signature) (Representative Name, Title)

Rob Cohen, President  
 (Printed Name and Title of Authorized Representative)

8/01/17  
 (Date)

502-815-3914  
 (Phone Number) (Fax Number)

**REQUEST FOR QUOTATION**  
**[Prescription Monitoring Software]**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Board of Pharmacy (WVBOP) to establish a one-time contract for a Prescription Monitoring Program.

The database and all of the data in the database shall belong to WVBOP

- 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 "Contract Services"** means Use and Support for Prescription Monitoring Software as more fully described in these specifications.

**2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

**2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.4 "DEA"** means Drug Enforcement Administration

**2.5 "NDC"** means National Drug Code

**2.6 "NPI"** means National Provider Identifier

**2.7 "PMP"** means Prescription Monitoring Program

**2.8 "PMPi"** means Prescription Monitoring Program Interconnect

**2.9 "Schedule II, HI and IV Controlled Substances"** means drugs, substances or immediate precursors listed in the Chapter 60A WV Controlled Substances Act

**2.10 "ASAP"** means American Society for Automation in Pharmacy

**REQUEST FOR QUOTATION  
[Prescription Monitoring Software]**

- 3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, must meet the following minimum qualifications:
- 3.1.** The Vendor must be currently providing and managing a comprehensive, large-scale prescription monitoring program for at least one state PMP, continuously for the three-year period immediately prior to the date of this Solicitation.

**Appriss Health Complies with this requirement. Appriss Health has more than 23 years of experience providing scalable, web-based solutions in highly sensitive areas such as public safety, criminal justice, regulatory compliance, and the insurance and healthcare sectors. In 2014, Appriss Health acquired the assets of Optimum Technology and the company's prescription monitoring program (PMP) solution. This acquisition has brought nearly 15 years of additional subject matter expertise from the Optimum team. In 2016, Appriss Health acquired the assets of Health Information Designs and the company's PMP solution. Appriss Health has combined the best capabilities of the three solutions into the most comprehensive and advanced PMP solution available on the market. In total, Appriss Health brings 16 years of prescription monitoring program expertise and thirteen (13) years of consecutive years of experience serving Prescription monitoring program platforms, monitoring and reporting prescription drug activity on a statewide level. A few of Appriss Health's current customers and the duration of their prescription monitoring programs are shown below.**

**See also Exhibit E. for a detailed list of statewide customers.**

- State of Indiana, Indiana Professional Licensing Agency - Appriss Health provides the Indiana Prescription Monitoring Program Solution. Duration of program: 2004 – present**
- State of New Mexico, Board of Pharmacy - Appriss Health is the provider of the New Mexico Prescription Monitoring Program solution. Duration of program: 2005 – present**
- State of Ohio, Board of Pharmacy - Appriss Health is the provider of the Ohio State Board of Pharmacy's PMP system, which processes roughly 16.8 million requests per year (55 million records) and has approximately 65,000 users. Duration of program: 2006 – present**
- State of Texas Pharmacy (BOP) - Appriss Health is the provider of the current PMP system which processes roughly 36 million prescription requests per year and accommodates over 2 million active users. Duration of program: 2016 – present**
- State of New Jersey, Drug Control Unit - Appriss Health hosts and provides operational support for the State of New Jersey's PMP solution which processes approximately 1 million prescription requests per year and has roughly 800,000 active users. Duration of program: 2011 – present**

- **State of Mississippi, Board of Pharmacy - Appriss Health provides PMP AWARxE for the MS PMP program, which processes roughly 7.2 million records per year and has more than 10,000 users. Duration of program: 2013 – present**
- **State of Nevada, Board of Pharmacy - Appriss Health provides PMP AWARxE to the Nevada Board of Pharmacy and processes roughly 4.8 million records per year and has more than 6,400 users. Duration of program: 2013 – present**

**3.2. The Vendor shall have a current connection to the multi-state PMP data sharing hub PMP Interconnect.**

**Appriss Health complies with this requirement. Appriss Health has a proven track record and a wealth of experience facilitating secure interstate PMP data sharing among 40 states and integrating PMP data within the clinical workflow. Deployment of the PMP AWARxE solution would enable immediate interstate sharing of PMP data with all the states connected to PMP InterConnect.**

**PMP InterConnect (PMPi) is the interstate data sharing hub provided and owned by the National Association of Boards of Pharmacy (NABP). Appriss Health maintains PMPi connections with forty (40) states including Alaska, Alabama, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nevada, New Jersey, New Hampshire, New Mexico, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia and Wisconsin.**

**PMP AWARxE connects to PMPi. The uniqueness of this connection is that each time a new state is available via the interstate hub; it is automatically reflected in PMP AWARxE. This makes the data available to authorized users instantly.**

**3.3. The Vendor shall have the ability to perform multi-state PMP data query and retrieval, to include at least the states of Virginia, Ohio, Kentucky, Maryland, Pennsylvania, Connecticut, Indiana, Arizona, Nevada, Kansas, Massachusetts, New York, Colorado, South Carolina, Rhode Island, North Dakota, Minnesota and New Mexico.**

**Appriss Health complies with this requirement. Appriss Health maintains PMPi connections with 40 states including Alaska, Alabama, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nevada, New Jersey, New Hampshire, New Mexico, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia and Wisconsin.**

**4. DELIVERABLES: The Vendor meeting all of the above qualifications will provide a WV PMP system that provides all of the stated requirements.**

## 5. MANDATORY REQUIREMENTS

**5.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

### 5.1.1 **PRESCRIPTION MONITORING SOFTWARE AND SERVICES** GENERAL

**5.1.1.1** The system must be web-based (no dedicated client-side component) with graphical Internet interfaces for all users and browser agnostic to include standard browsers.

**Appriss Health complies with this requirement. Appriss Health has more than 23 years of experience providing scalable, web-based solutions in highly sensitive areas such as public safety, criminal justice, regulatory compliance, and the insurance and healthcare sectors. Since its inception, Appriss Health has specialized in delivering highly configurable solutions through a Software as a Service (SaaS) model.**

**PMP AWARe is accessed via a zero-client web browser. In other words, it operates without any browser-specific plug-ins. PMP AWARe's web portal was built from the ground up utilizing direct input from ex-PMP administrators and from target users. It excels in delivering rapid response times, and a highly intuitive and interactive user interface. In addition, the website experience has been optimized for tablet compatibility. This was done keeping in mind that an increasing number of clinicians are migrating to utilizing tablet computers in patient-care settings. Providers can run patient reports directly from a tablet and state PMP administrators can administer the entire program from a tablet. Our application is compatible with Internet Explorer version 8 and above, as well as the latest versions of Chrome, Safari, and Firefox. PMP AWARe also runs on mobile Safari and mobile Chrome for tablets. Appriss Health processes millions of sensitive records every month. We take this responsibility seriously and go to great lengths to ensure that your data is safe. All data is encrypted at rest and while in transmission. The FBI, U.S. Department of Justice, more than 20 Departments of Corrections 41 state prescription drug monitoring programs, and more than 1,500 communities across the country trust Appriss Health's secure environment with their data.**

**Login is web-based and access to the database is provided on a 24 hours per day, 7 days per week, and 365 days per year basis.**

**5.1.1.2** The system must provide database management, including hosting of the database, collection and loading of data and providing access for authorized users.

**Appriss Health complies with this requirement. PMP AWARe provides database management, including hosting of the**



database, collection and loading of data and providing access for authorized users. PMP AWARe data storage is housed in a Virtual Private Cloud located in Amazon's AWS US East data center. When data is imported into a PMP AWARe RDS database in AWS, it is also fully replicated to a separate Amazon Availability Zone using Amazon's multi-AZ RDS replication functionality. This creates a replicated database within the same VPC but in a different physical availability zone at the data center for the purpose of high availability. Data is also backed up daily using Amazon's automated RDS backup feature that enables point-in-time recovery for database instance. The PMP Clearinghouse module contained within PMP AWARe provides for data collection and loading of data.

5.1.1.3 The system website must include a home page, which is branded with WVBOP information, and can be modified by WVBOP staff.

**Appriss Health complies with this requirement. Appriss Health provides a platform in which the system website includes a home page, which can be branded with WVBOP information, and modified by WVBOP staff.**

5.1.1.4 The system must not use Pop-up windows to communicate messages.

**Appriss Health complies with this requirement. Appriss Health's platform does not use pop-up windows to communicate messages.**

5.1.1.5 The system must be able to autofill and auto-populate NDC and DEA related data.

**Appriss Health complies with this requirement. PMP AWARe has the ability to autofill and auto-populate NDC and DEA related data**

5.1.1.6 The system must ensure name fields are in proper case (upper/lower).

**Appriss Health complies with this requirement. Appriss Health does ensure that the name fields are in proper lower- and upper-case.**

5.1.1.7 Provide comprehensive user's manuals, documenting all database structure, relationships between tables and database dictionary. Include instructions for all administrative functions (e.g. user management, password management, role/profile management, etc.).

**Appriss Health complies with this requirement. Appriss Health provides comprehensive user's manuals, documenting all database structure, relationships between tables and database dictionary. Appriss Health includes instructions for all administrative functions (e.g. user management, password management, role/profile management, etc.). Specifically, Appriss will provide a PMP AWARe User Guide, Administrator Guide and Dispenser Guide.**

**5.1.1.8** The system must permit administrator to assign user level permissions.

**Appriss Health complies with this requirement. Appriss Health safeguards data and data processing, providing secure access to all levels of users via the internet. Appriss Health utilizes the principle of least privilege when designing systems and processes around sensitive data. All request for access are sent to an administrator that utilizes a role-based access control framework to approve requests. The PMP administrator is able to configure access based on user roles and various permissions set up within PMP AWARDx. The state administrator defines which users are able to automatically receive reports without intervention and which users require intervention. For example, in certain states, physicians can receive reports automatically but law enforcement users require state approval before they can receive reports.**

**PMP AWARDx provides configuration capabilities whereby WVBOP can configure permissions by user type. In addition, WVBOP can define which users can automatically receive reports without board intervention and which ones require board intervention. For example, in certain states, physicians can receive reports automatically but law enforcement users require board approval. For user types set-up to automatically receive reports, PMP AWARDx delivers these reports automatically 100% of the time without WVBOP intervention.**

**PMP AWARDx requires unique credentials for all users of the system and PMP AWARDx supports role-based authorization. The PMP Administrator is able to configure access based on user roles and various permissions set up within PMP AWARDx. In addition, the Administrator defines which users are able to automatically receive reports without intervention and which user requests require intervention. For example, in certain states, physicians can receive reports automatically but law enforcement users require state approval before they can receive the reports.**

**5.1.1.9** The system must permit administrators to create their own ad-hoc reports, to include ability to map and graph data based on any fields within data sets.

**Appriss Health complies with this requirement. As part of the PMP AWARDx platform, Appriss Health currently provides a sophisticated business intelligence tool called Tableau, that provides PMP administrators with analysis and data mining capabilities. It also provides sophisticated drag-and-drop tools that allow non-technical personnel to create and customize reports. Tableau provides PMP Administrators with robust reporting and analytics capabilities. Unlike competitor offerings that mainly consist of a set of “canned” reports, PMP Insight is a sophisticated business intelligence platform that allows non-technical users the ability to explore PMP data, create reports “on the fly” and create presentations of the data utilizing a variety of charting and graphing tools. In addition, Tableau allows the analytics and reports to be run on a schedule set by the user.**

**5.1.1.10** The system must have online registration for users, with capabilities to upload related document(s.)

**Appriss Health complies with this requirement.** PMP AWA<sup>R</sup>x<sup>E</sup>'s registration is completely online for all users including requestors, dispensers, designated agency personnel, WV<sup>B</sup>OP, and law enforcement officers. At the time of implementation, a state administrator can configure required information for each type of user during registration. As an example, if identifiers such as DEA or NPIs are required for certain user types, those fields are validated against our DEA or NPI databases. PMP AWA<sup>R</sup>x<sup>E</sup> has a user management function that allows the state administrator to review all pending registrations, approve their accounts, request additional information, or reject requests. For each authenticated user, a profile will be developed and maintained.

**5.1.1.11** The system must have capabilities to utilize data from DEA for license verifications.

**Appriss Health complies with this requirement.** PMP AWA<sup>R</sup>x<sup>E</sup> will be configured to the needs of the West Virginia state administrator. User profiles will include relevant information as needed by the state administrator. Information about the individual querying the database can include name, business, phone number, individual ID number (DEA/NC<sup>D</sup>PD/NPI or other), state where licensed and license number, expiration date of such licenses, business address, and profession. Appriss Health utilizes the NTIS DEA file to validate DEA license information.

**5.1.1.12** The system must provide support and maintenance for all PMP user accounts.

**Appriss Health complies with this requirement.** Appriss Health provides many levels of technical support. The Appriss Customer First Center (CFC), our 24/7/365 technical support contact center, is the first line of contact to resolve issues such as user errors. All issues that cannot be resolved by the CFC that need additional technical support are escalated to our tier 2 support team, which can work with users to troubleshoot and further investigate issues. All issues that are identified as system /application issues are escalated to our tier 3 support team that works very closely with our product development team to resolve issues with the application. Appriss Health also assigns an account manager to every PMP AWA<sup>R</sup>x<sup>E</sup> state to work closely with the PMP administrators. The account manager also provides status updates for open issues that come through our CFC.

**5.1.1.13** The system must provide support and maintenance of connections to the PMPi interstate data sharing hub, including adding new states as needed and maintaining any PMPi version updates/modifications.

**Appriss Health complies with this requirement.** Appriss Health's platform provides support and maintenance of connections to the PMPi interstate data sharing hub, including adding new states as needed and maintaining any PMPi version updates/modifications. PMP AWA<sup>R</sup>x<sup>E</sup> is pre-configured to include the PMPi interstate data sharing hub. PMPi modifications and updates are included within the PMP AWA<sup>R</sup>x<sup>E</sup> software solution at no additional cost.

- 5.1.1.14 Must have capabilities to interface with data from WVBOP license registrations and other licensing boards (license verifications).

**Appriss Health will comply with this requirement. Appriss Health has capabilities to interface with data from WVBOP license registrations and other licensing boards (license verifications). Appriss Health can auto validate users based on state licensing credentials. Appriss Health has experience performing similar work as well as providing web services interfaces to licensing databases.**

#### USER ACCOUNTS

- 5.1.1.15 Each user account must have a unique user id/password combination.

**Appriss Health complies with this requirement. Each user has a unique user ID and password combination, and email verification is performed during registration. Password resets are required every 90 days. PMP AWAARxE offers the following secure user profile management processes via the web:**

- **Password Control** Users are provided with password control at each logon. Users are able to reset their passwords at any time through a password maintenance function.
- **Automatic Expiration of Password with Prior Warning** PMP AWAARxE automatically expires passwords every 90 days with prior warning.
- **Notification of Password Expiration** The password expiration date and prior warning will be set up in compliance with the WVBOP-defined schedule. Users will be notified via email that their password is about to expire 7 days in advance of the expiration date and the users will receive this notification every day until their password is reset or the password expires.
- **Self-Service Password Reset** The Appriss Health PMP solution allows for self-service password resetting mechanisms. As described previously, users that forget their passwords can reset by clicking a “reset password” link. Users are then asked to provide the email address tied to their account. A link is emailed to the appropriate email account allowing password reset.
- **Master Account Holder List** If a user is associated with more than one master account holder, the user is provided with a list from which to select the master account holder at the time of performing a search.
- **Limited Logon Attempts before Account Locking** Following four (4) failed attempts, the PMP AWAARxE automatically locks the associated logon account for 10 minutes.
- **Illegal Attempts at System Access** PMP AWAARxE tracks, records, and timeouts illegal attempts at system access.

- **Session Timeout PMP AWARxE will automatically log users off the system following 20 minutes of inactivity, in order to keep access to information secure.**
- **Managing Email Addresses Administrators are able to update email addresses for users.**

**5.1.1.16** Email verification must be performed during registration.

**Appriss Health complies with this requirement. Appriss Health's solution provides email verification that is performed during registration.**

**5.1.1.17** Security questions must be selected from a list by users.

**Appriss Health complies with this requirement. Appriss Health's solution provides users with a list of pre-set security questions.**

**5.1.1.18** Passwords must expire on scheduled intervals.

**Appriss Health complies with this requirement. PMP AWARxE automatically expires passwords every 90 days with prior warning.**

**5.1.1.19** Change password opportunity for users to change their password at each logon

**Appriss Health complies with this requirement. Users are provided with password control at each logon. Users are able to reset their passwords at any time through a password maintenance function.**

**Self-Service Password Reset - The Appriss Health PMP solution allows for self-service password resetting mechanisms. If users forget their passwords, they can reset by clicking a "reset password" link. Users are then asked to provide the email address tied to their account. A link is emailed to the appropriate email account allowing password reset.**

**5.1.1.20** Automatic expiration of password with prior warning.

**Appriss Health complies with this requirement. PMP AWARxE automatically expires passwords every 90 days with prior warning.**

**5.1.1.21** Notification of password expiration ahead of time with number of days password is still valid.

**Appriss Health complies with this requirement. The password expiration date and prior warning will be set up in compliance with the WVBOP-defined schedule. Users will be notified via email that their password is about to expire 7 days in advance of the expiration date and the users will receive this notification every day until their password is reset or the password expires.**

**5.1.1.22** Self-service password reset for users who successfully answer pre- set security questions or email a link to reset password.

**Appriss Health complies with this requirement. The Appriss Health PMP solution allows for self-service password resetting mechanisms. As described previously, users that forget their passwords can reset by clicking a “reset password” link. Users are then asked to provide the email address tied to their account. A link is emailed to the appropriate email account allowing password reset.**

**5.1.1.23** System lockout after three failed login attempts. Locking account with email notification for reporting and unlocking ability.

**Appriss Health complies with this requirement. Appriss Health’s approach is to lock the account for 10 minutes following 4 unsuccessful login attempts. Appriss Health tracks, records, and timeouts illegal attempts at system access. Access is suspended until contact is made with the Help Desk.**

**5.1.1.24** Track, record and timeout illegal attempts at system access.

**Appriss Health complies with this requirement. Appriss Health tracks, records, and timeouts illegal attempts at system access.**

**5.1.1.25** User access is controlled by the role assigned to the user.

**Appriss Health complies with this requirement. Appriss Health safeguards data and data processing, providing secure access to all levels of users via the internet. Appriss Health utilizes the principle of least privilege when designing systems and processes around sensitive data. All request for access are sent to an administrator that utilizes a role-based access control framework to approve requests.**

**The PMP administrator is able to configure access based on user roles and various permissions set up within PMP AWARe. The state administrator defines which users are able to automatically receive reports without intervention and which users require intervention.**

**5.1.1.26** Users are able to save and print a confirmation that indicates that they have an active CSMP account, the current date, the date created and specific user information.

**Appriss Health complies with this requirement. Appriss Health enables the ability to save and print a confirmation that indicates that they have an active CSMP account, the current date, the date created and specific user information.**

**SECURITY TO INCLUDE THE FOLLOWING:**

**5.1.1.27** Vendor must ensure all network traffic is encrypted using SSL or stronger.

**Appriss Health complies with this requirement. All data in transit within the network utilizes OpenSSL TLS with 128-bit or stronger encryption. All user credentials are hashed/encrypted at rest at 256-bit or stronger encryption.**

**5.1.1.28** The system must not use proprietary encryption techniques.

**Appriss Health complies with this requirement. Appriss Health does not use proprietary encryption techniques. With regard to encryption, PMP AWARe supports AES (Advanced Encryption Standard) 256 or higher RSA (Rivest, Shamir and Adleman) encryption algorithms for HTTP traffic. Appriss also supports AES 256 for encryption at rest. Appriss does not use proprietary encryption techniques.**

**5.1.1.29** The standard for exchange of data within the system must be a secure hypertext transport protocol or https.

**Appriss Health complies with this requirement. PMP AWARe supports TLS AES (Advanced Encryption Standard) 128 bit or higher cypher suites for HTTPS traffic. HTTPS is enforced. Appriss Health utilizes SHA256 with RSA signature algorithms for all public**

**SFTP transfers utilize Techia SSH servers in FIPS 140-2 mode. Appriss Health does not use proprietary encryption techniques. 3.6.8 Data stored within the database shall be protected by 128-bit or stronger encryption. All data within the database is encrypted at rest, and backed-up, using AES-256.**

**All data in transit within the network utilizes OpenSSL TLS with 128-bit or stronger encryption. All user credentials are hashed/encrypted at rest at 256-bit or stronger encryption.**

**5.1.1.30** Must Identify and log attempted illegal access at place of occurrence and at system level.

**Appriss Health complies with this requirement. Appriss Health is able to configure the system to limit logon attempts before locking an account with email notification for reporting and unlocking ability.**

**Appriss Health tracks, records, and timeouts illegal attempts at system access. See Appriss Health's Registration Process Tutorial, Exhibit F.**

**5.1.1.31** Must maintain transaction log (including edits and deletions) for the entire system.

**Appriss Health complies with this requirement. PMP AWARe allows for the review of queries by individual by date through the 'Requests History' functionality. Individuals can review their own query history whereas PMP administrators can review the query history of any user.**

**Additionally, Appriss Health will comply through tableau functionality. Tableau server logs the access and specific activity of each user account which is then available to the Appriss Health tableau server administrator.**

**5.1.1.32** Must maintain a system access (log in/out history by client, server and database locations) with time stamp.

**Appriss Health complies with this requirement. PMP AWARe allows for the review of queries by individual by date through the 'Requests History' functionality. Individuals can review their own query history whereas PMP administrators can review the query history of any user.**

**Additionally, Appriss Health will comply through tableau functionality. Tableau server logs the access and specific activity of each user account which is then available to the Appriss Health tableau server administrator.**

**5.1.1.33** Must have the ability to limit access to a minimum of these levels (Screens, Reports, Applications, Menus, Fields).

**Appriss Health complies with this requirement. Appriss Health provides the ability to limit access to a minimum of these levels (Screens, Reports, Applications, Menus, Fields). PMP AWARe is a highly configurable system that allows the PMP Administrator to configure screens, reports, applications, menus and fields.**

**Appriss Health applies secure authentication methods and encryption across all data base services. The identity of all system users is authenticated, and access privileges are based upon principles of least privilege.**

#### WORKFLOW TOOLS

**5.1.1.34** System must permit WVBOP administrators to generate e-mails, alerts and labels, to notify users about timelines, flags, workflow, tasks or other information.

**Appriss Health complies with this requirement. PMP AWARe will permit WVBOP administrators to generate e-mails, alerts and labels, to notify users about timelines, flags, workflow, tasks or other information.**

**5.1.1.35** WVBOP administrators must be able to select recipients of notifications by user type.

**Appriss Health complies with this requirement. Appriss Health's PMP AWARe can be configured to allow WVBOP administrators to select and send notifications by user type.**

**PMP AWARe has notifications built throughout the system. Notifications are sent externally during different phases of registrations including email verification, registration status, delegate workflow, password set up, proactive password expiration, and patient alerts. Notifications are sent to system administrators via the administrative dashboard regarding pending registrations, pending report requests, and pharmacy compliance. Data submitters receive notifications of the status of their files submitted and continue to receive notifications daily if there are outstanding errors.**



- 5.1.1.36** System must have the ability to track tasks, notifications, flags and any other workflow data, including to scheduled start date, scheduled end date and who received notices.

**Appriss Health complies with this requirement. PMP AWARxE allows for the review of queries by individual by date through the 'Requests History' functionality. Individuals can review their own query history whereas PMP administrators can review the query history of any user.**

**Additionally, Appriss Health will comply through tableau functionality. Tableau server logs the access and specific activity of each user account which is then available to the Appriss tableau server administrator.**

### SYSTEM DESIGN

- 5.1.1.37** Must have editing, coding, and validation routines to minimize data entry errors and enforce data entry consistency (e.g. pick-lists, drop-down boxes, or other easy-to-use options to assist users in correctly entering data)

**Appriss Health complies with this requirement. All data imported into PMP AWARxE first goes through our data processing and management module, PMP Clearinghouse. This module checks for mandatory fields and performs data validations, data cleansing, and data normalization utilizing data sources such as NDC, DEA, NCPDP, and/or NPI. Once data is imported, it is available to authorized users to query and view through various reports within the system. Provided that the submitted data is in a proper ASAP format, the PMP Clearinghouse module will parse the prescription records and perform the necessary validations on the fields. Records that pass the required validation rules are sent to the PMP AWARxE system and will be available in searches. If a record fails a validation rule, the dispenser will be notified via a status email. Errors can be corrected either through an ASAP update record or through the PMP Clearinghouse web portal. When corrected through the PMP Clearinghouse web portal, all fields that passed validation within the record are saved and store so that the dispenser is only required to enter/correct the field(s) that failed validation.**

- 5.1.1.38** Must have a consistent look/feel (for navigation and use) among modules within system.

**Appriss Health complies with this requirement. Appriss Health's system has a consistent look/feel (for navigation and use) among modules within system.**

- 5.1.1.39** Must accommodate at least ten thousand (10,000) queries per day and must be scalable for future demand without system performance degradation.

**Appriss Health complies with this requirement. PMP AWARe has been in continuous production for years and undergone load testing, stress testing, and performance testing, among others, and continues to undergo such testing whenever functionality is added. PMP AWARe's Clearinghouse data collection module provides states with the timeliest data through the continuous processing of submitted data (as opposed to processing data in nightly batch windows). Through Clearinghouse functionality, Appriss Health's team targets a 99% success rate in processing data received, which includes loading larger than normal sets of data as standard operation.**

**PMP AWARe is horizontally scalable. In other words, Appriss Health is able to add incremental capacity to our IT infrastructure expeditiously to keep up with incremental demand. Appriss Health monitors the PMP application performance levels via an external third-party service and measures performance of the application based on the industry standard known as the Application Performance Index (Apdex) in an effort to collect insights about user satisfaction from a business point of view. The third-party application also provides scalability and capacity planning reports that Appriss Health utilizes, along with our Apdex scoring, to help us scale the application infrastructure in an effort to achieve end user satisfaction from a performance perspective.**

## **5.1.2 CONTRACTUAL REQUIREMENTS**

### **DATA COLLECTION FROM DISPENSERS**

- 5.1.2.1** Data shall be collected by the Vendor in the ASAP 4.2 format, or latest approved version, established by the American Society for Automation in Pharmacy in its ASAP Rules Based Implementation Guide for Prescription Monitoring Programs. For details and examples please consult the ASAP Rules Based Standard Implementation Guide for Prescription Monitoring Programs, Version 4, Release 2. This document is available from the American Society for the Automation in Pharmacy ([www.asapnet.org](http://www.asapnet.org)). The Vendor shall be able to receive the electronic data from dispensers via secure email, Secure FTP, Virtual Private Network (VPN), SSL Website and any other agreed upon media.

**Appriss Health complies with this requirement. Appriss Health's PMP AWARe solution is able to collect in the ASAP v4.2 PMP standard or the most recent version as defined by the ASAP standards. Data will be transferred using the latest Transport Layer Security (TLS) version. As stated previously, Appriss Health's underlying data management platform is a powerful configuration engine that provides states with the ability to define mandatory fields, validations on data fields, and the schedule that dispensers must adhere to in order to meet data submission requirements. This functionality ensures that data is received and processed on time and that the data is of the highest quality for use by authorized users. Appriss Health's data collection functionality supports the collection of information on all schedule II, III, IV, and V prescription drugs.**

5. 1. 2. 2 The Vendor shall prepare and provide to all users any instructions needed to comply with the reporting requirements, including technical assistance. WVBOB reserves the right to review and approve any communication prior to it being distributed to dispensers. WVBOB will provide the Vendor with a list of dispensers required to report, which will include the dispensers' names and addresses. There are approximately 1,500 dispensers that may be required to report to the program. The composition of the dispensers currently includes approximately 700 in-state pharmacies, 600 out-of-state pharmacies and approximately 200 dispensing physicians.

**Appriss Health complies with this requirement. Appriss Health will prepare and deliver to dispensers, formal instructions and/or training needed so that the dispenser can comply with reporting requirements. Training will include all training materials (guides, instructions, support information).**

**Appriss Health will offer initial and as needed/requested in-service training to WVBOB authorized staff including that necessary to operate and administer the program (including program rollout). Appriss offers a standard train-the-trainer session which is tailored to the PMP Administrator to address his/her day-to-day functions and to set-up and configure the system.**

5. 1. 2. 3 The Vendor shall collect prescription data from all dispensers for Schedule II, III and IV Controlled Substances, as well as any other products required by the WVBOB, such as opioid antagonists or other substances required by West Virginia State law.

**Appriss Health complies with this requirement. Appriss Health's data collection functionality supports the collection of information on all schedule II, III, IV, and V prescription drugs, including those classified under Federal law and West Virginia State law, as well as other legislative mandates.**

5. 1. 2. 4 The Vendor shall collect all prescription data from all dispensers at least daily. The Vendor shall document receipt of each data transmission from a dispenser, and provide acknowledgement to the dispenser of receipt of data transmission.

**Appriss Health complies with this requirement. PMP AWARe's data collection functionality, PMP Clearinghouse, supports 24/7/365 data submission in a diverse range of industry standard formats such as ASAP 4. 0 and greater. In addition, PMP Clearinghouse handles all data submission, data validations, error corrections and data loading daily. Data processing and loading into the database occurs immediately after a data submission is received by the PMP Clearinghouse service. Rather than the batching process, Appriss Health's PMP AWARe solution has been designed to process incoming pharmacy claims data in near real-time.**

**PMP AWARe provides a pharmacy compliance function that displays all pharmacies that have not submitted data within the state-specified data submission timeframe. The date that the pharmacy last submitted data, the organization that submitted data for the pharmacy's last submission, and the contact information for the organization can be viewed on the pharmacy compliance screen. Also, information about all uploads by dispenser, including reported timeframes and number of records, are provided in the pharmacy analysis screen. The pharmacy compliance function will be leveraged to ensure that data is reported by each dispenser to the vendor on a daily basis, no later than the dispenser's next regular business day.**

- 5. 1. 2. 5** The Vendor must be able to receive electronic prescription information transmitted directly from dispensers, seven (7) days a week, and twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

**Appriss Health complies with this requirement. PMP AWARe's data collection functionality, PMP Clearinghouse, supports 24/7/365 data submission in a diverse range of industry standard formats such as ASAP 4. 0 and greater. In addition, PMP Clearinghouse handles all data submission, data validations, error corrections and data loading daily. Data processing and loading into the database occurs immediately after a data submission is received by the PMP Clearinghouse service. Rather than the batching process, Appriss Health's PMP AWARe solution has been designed to process incoming pharmacy claims data in near real-time.**

- 5. 1. 2. 6** The Vendor shall accept a report of no (or zero) prescriptions issued in a given time period and generate and deliver a report of those submissions

**Appriss Health complies with this requirement. PMP AWARe provides a "delinquent pharmacies" function that allows a PMP administrator with the ability to quickly identify and pharmacies that are out of compliance with their data submission obligations. This report can be run at any time and not only identifies pharmacies that are non-compliant, but also provides contact information of the data submitters that previously provided files for non-compliant pharmacies. When a state administrator selects a pharmacy of interest, the system will present a "pharmacy analysis" report that allows a quick view of all of the pharmacy's submissions over time. The "delinquent pharmacies" screen also takes into account zero reports so pharmacies that have not dispensed controlled substances but have submitted zero reports do not display as out of compliance.**

Every report can be exported to a CSV report (see screenshot below)

**PMP AWARE - Demo** Demo.KY

Home Data Research Insight Admin Settings User Profile Help PMP AWARE

Admin Compliance Manage Pharmacies Add Pharmacies **Delinquent Pharmacies** Pharmacy Analysis

## Delinquent Pharmacies Report

09/08/2015 [New Report](#)

Report Prepared: 2015-09-08 03:00:11 -0400

Criteria

Pharmacies

DEA	NCPDP	Pharmacy Name	Pharmacy Address	Last Days	Data Submitter	Primary User	Primary Email	Primary Pt
ZZ1234567	1234567	A PHARMACY	1111 FAKE ST WICHITA KS 67202	2015-08-27	12	Pharmacy Care POS	Robert Jones	502-555-5
ZD0000000		D PHARMACY CHAIN	7th TEST ST WICHITA KS 67212	2015-09-06	1	D Chain Corp	John Reynolds	773-555-5
ZC2222222		C PHARMACY CHAIN	2nd NOWHERE ST WICHITA KS 67206	2015-08-08	30	Pharmacies United	Craig Davidson	312-555-5
ZB1111111		B PHARMACY	1234 NOT-A-REAL-PLACE DR WICHITA KS 67202	2015-08-27	12	Pharmacy Care POS	Robert Jones	502-555-5
RW0369062		CENTER FOR CHANGE	1333 NORTH BROADWAY WICHITA KS 67214					
RWD185175		WICHITA TREATMENT	939 N MAIN STREET WICHITA	2015-09-04	4	Wichita Treatment	Sally Allen	213-555-5

**5. 1. 2. 7** Dispensers under common ownership must be permitted to submit their data in a single, joint transmission, provided each dispenser is clearly identified for each prescription dispensed. The Vendor is responsible for monitoring that each dispenser has submitted data on the required schedule, and for notifying both the dispenser and WVBOP of any failure to submit.

**Appriss Health complies with this requirement. PMP AWAREx accepts ASAP files that consist of prescription data for multiple pharmacies in one file. This allows large chain organizations to report for all of their stores simultaneously and also allows third party agencies to report on behalf of all pharmacies they assist with data submissions to the PMP.**

**5. 1. 2. 8** The Vendor shall perform data checks to ensure that the data submitted is accurate and complete. The Vendor must ensure the presence of data in 100% of the patient name and address, and date filled fields, and in 97% of the other required fields, and that data in all required fields are valid, e.g., the dispensing date must be greater than the date of birth but less than or on the current date.

**Appriss Health complies with this requirement. All data submissions from dispensers go through PMP Clearinghouse where data is validated and processed before it is imported to the PMP AWARxE database. PMP Clearinghouse checks for mandatory fields and performs data validations, data cleansing, and data normalization utilizing data sources such as NDC, DEA, NCPDP and NPI.**

**5. 1. 2. 9** If a data file submitted by a dispenser does not meet the established threshold for accuracy and completeness of data, the Vendor shall be responsible for notifying the dispenser, specifying the problem with the data, and ensuring that the data is corrected and resubmitted by the dispenser. If the data is not corrected and returned by any WVBOP established deadline, the Vendor shall report this to WVBOP.

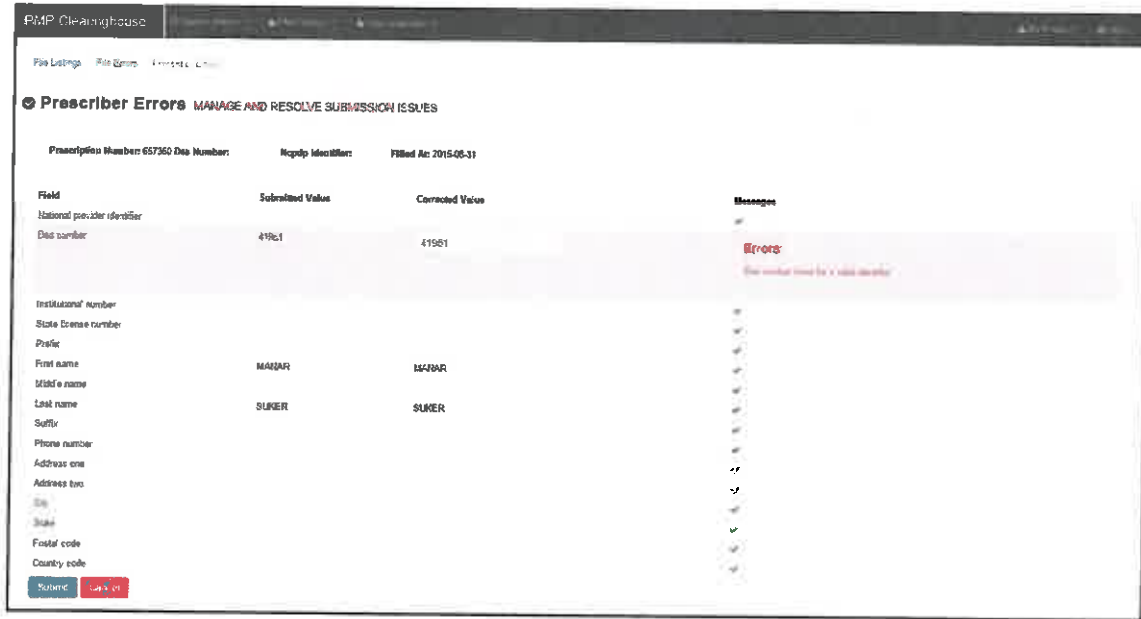
**Appriss Health complies with this requirement. All records that do not pass error validations are immediately reported to the data submitter via a file status email and also through a file status screen within the PMP Clearinghouse web portal. File status emails are sent to data submitters every day for each submitted file that has errors until all errors are corrected. An administrator has the ability to enter a pharmacy identifier (DEA, NCPDP or NPI) within AWARxE to retrieve a list of all outstanding errors associated with that identifier. Additionally, administrators have access to a report that identifies 'delinquent' dispensers, defined as dispensers not submitting data in a timely fashion (i.e. dispensers that have outstanding errors, and dispensers that have errors outstanding for more than a specific number of days, to be determined by WVBOP).**

See also images below which show samples of Appriss Health's file status screen within the Clearinghouse function, error correct screen, and an emailed status report.

*Appriss Health's file status screen within the Clearinghouse function.*

File	State	Records	Records w/ Warnings	Records of Errors	Submitted	Status	Status Report
Jky98765_PMAP_IC3_09082015.dat	KS	1	-	-	09/08/2015 07:28P14	✓	status report
Abc123456_PMAP_IC3_09082015.dat	KS	1	-	-	09/08/2015 07:28P14	✓	status report
Jky98765_PMAP_IC3_09082015.dat	ND	2	-	-	09/08/2015 07:28P14	✓	status report
Abc123456_PMAP_IC3_09082015.dat	ND	417	1	0	09/08/2015 07:28P14	✓	status report
Jky98765_PMAP_IC3_09082015.dat	KS	1	-	-	09/08/2015 07:28P14	✓	status report
Abc123456_PMAP_IC3_09082015.dat	SD	50	0	0	09/08/2015 07:28P14	✓	status report
Jky98765_PMAP_IC3_09082015.dat	IL	375	-	-	09/08/2015 07:28P14	✓	status report
Jky98765_PMAP_IC3_09082015.dat	KS	34	-	-	09/08/2015 07:28P14	✓	status report
Jky98765_PMAP_IC3_09082015.dat	KS	1	-	-	09/08/2015 07:28P14	✓	status report
Abc123456_PMAP_IC3_09082015.dat	IC	6	1	0	09/08/2015 07:28P14	✓	status report

**Error correct screen within the AWARe web portal**



**Emailed status report that is sent to pharmacies**

DEA	ICPDP	IPX	Prescription	Filled	Segment	Field	Type	Message
AP1111111	433000		657360	20150931	Prescriber	dea_number	ERROR	Dea number must be a valid identifier.

Summary:  
 \* File name: Xyn1234567231\_K03\_R0002016.DAT  
 \* ASAP Version: 4.1  
 \* Transaction Control Number : 1509083222  
 \* Transaction Control Type : send  
 \* Date of submission: September 8, 2015  
 \* Total Records Count : 90  
 \* Duplicate Records Count: 0  
 \* In Process Count: 1  
 \* Records with Error Count: 1  
 \* Imported Records Count: 88  
 \* Records Imported with Warning Count: 0

**5.1.2.10** The Vendor shall allow dispensers to submit corrected data and display the corrected data with a notice that the data has been corrected.

**Appriss Health complies with this requirement. The PMP Clearinghouse functionality within the PMP AWARe solution provides a comprehensive data management solution for PMP administrators. The module helps administrators ensure high levels of data quality, and monitor and enforce compliance with data submission requirements at the lowest cost through functionality including:**

- **Immediate, Online Feedback – to dispensers on any records with errors**
- **Easy-to-use Online Facility for Dispensers – to be able to correct and resubmit records**
- **Automated Follow-up Workflows with Dispensers – to ensure that files are submitted on time and errors are corrected**
- **Transparency and Visibility – to administrators on dispensers that are delinquent in meeting their data submission obligations.**

**5. 1. 2. 11** The Vendor shall provide a method for WVBOP staff to produce reports, on demand or scheduled, displaying information about all uploads by a dispenser, including contact information for each dispenser and the reported date ranges of the submission.

**Appriss Health complies with this requirement. PMP Clearinghouse provides a comprehensive data management solution for PMP**

**administrators. It helps administrators ensure high levels of data quality, and monitor and enforce compliance with data submission requirements at the lowest cost through the following capabilities:**

- **Flexible Data Submission Options - to meet the needs of dispensers regardless of their IT sophistication**
- **Support for Multiple Data Formats – ASAP 4.0 and higher**
- **Convenience for Large, Multi-State Dispensing Organizations – by providing the organizations with a single account to comply with data submission requirements to all the states that utilize PMP AWA Rx E software. The resulting benefit for WVBOP is that many of the dispensers operating in West Virginia are already familiar with PMP Clearinghouse and submitting data to it.**
- **Immediate, Online Feedback – to dispensers on any records with errors**
- **Easy-to-use Online Facility for Dispensers – to be able to correct and resubmit records**
- **Automated Follow-up Workflows with Dispensers – to ensure that files are submitted on time and that all errors are corrected**
- **Transparency and Visibility – to administrators on dispensers that are delinquent in meeting their data submission obligations**

**5. 1. 2. 12** The Vendor shall provide a method for WVBOP staff to sort and view the upload history of a dispenser by timeframe, number of prescription errors, zero reports filed, late submissions and trends.

**Appriss Health complies with this requirement. PMP AWA Rx E allows for a formal record of each dispenser data submission, inclusive of date and time submitted, to be kept. Records are kept for attempted and unsuccessful submission of data, even if such submission is not successful.**

**The PMP AWA Rx E solution allows for a formal record of each dispenser data submission to be maintained. Available auditing includes:**

- **User-level audit trails that monitor and log all commands directly initiated by a user, all identification and authentication attempts, and data and services accessed.**
- **Application-level audit trails that monitor and log all user activities, including data accessed and modified and specific actions.**
- **System-level audit trails that monitor and log user activities, applications accessed, and other system-defined specific actions. Appriss Health utilizes file system monitoring from Tripwire to protect the integrity of file system data.**
- **Network-level audit trails that monitor information on what is operating, penetrations, and vulnerabilities.**



**Appriss Health's proposed solution has a PMP Clearinghouse module which comes with a powerful configuration engine. The PMP Clearinghouse engine helps set up the policies and rules around data submission – the frequency of data submissions and what data elements need to be submitted. Through configuration, validation rules can be applied to submitted data. As records are received, the rules are applied to validate the records. When records fail the business rules, error reports are generated and sent back to the data submitter. PMP Clearinghouse offers easy-to-use tools that provide data submitters with detailed information on errors that were found in the submissions. These tools also allow submitters to correct any errors right within the secure web portal and resubmit the records.**

**5. 1. 2. 13 The Vendor shall convert and store the most recent five (5) years of data from the current PMP system, maintained by Mahantech Corporation.**

**Appriss Health complies with this requirement. Appriss Health provides data conversion utilities to convert historical data from PMPs. To date, Appriss Health has successfully converted historical data from six (6) state PMPs across three (3) different PMP software platforms. As part of the implementation process, our data analysts engage the state PMP administrator and the incumbent software vendor to analyze the data formats and quality and develop conversion/migration strategies with pre-developed software utilities. The platform provides the ability to configure data retention timeframes. The default data retention settings are for five years. However, state-specific overrides can be easily configured. One of the unique attributes of the platform is that it allows administrators to configure two different time spans for data – one for retention and access by the administrators, and a separate timespan for prescribers to view data. For example, five years of data could be retained and made available to administrators, while permitting only two years of data to be viewed by prescribers.**

**Converting PMP data to a new system requires thoughtful planning based on prior experience. Appriss Health's objective in this process is to provide full transparency by communicating the following:**

- **Overall process and milestones with converting the PMP data**
- **Data expected to be received**
- **Data received**
- **Data conversion processes**
- **Data exceptions while processing**
- **Data exception migrations**
- **QA of data in test application**
- **Data loaded into production**
- **User acceptance testing of data in production**

**5. 1. 2. 14** Data collected from the dispensers shall include for each prescription submitted, the following information, at a minimum:

**General Reporting Requirements**

- a. Dispenser Information
  - ✓ DEA registration number
  - ✓ Name
  - ✓ Full address, including, city, state and zip code
- b. Patient Information;
  - ✓ Last name
  - ✓ First name
  - ✓ Full Address, including city, state and zip code
  - ✓ Date of birth
  - ✓ Gender
  - ✓ Identification number (if available)
- c. Person Picking Up (if different than patient) Information
  - ✓ Last name
  - ✓ First name
  - ✓ Full Address, including city, state and zip code
  - ✓ Date of birth
  - ✓ Gender
  - ✓ Identification number (if available)
- d. Prescription Information
  - ✓ Prescription number
  - ✓ Date the prescription was written by prescriber
  - ✓ Refills authorized
  - ✓ Date the prescription was dispensed
  - ✓ Refill number
  - ✓ NDC code for drug dispensed
  - ✓ Metric quantity dispensed
  - ✓ Estimated days' supply
  - ✓ Method of payment (classification for payment type)
- e. Prescriber Information
  - ✓ DEA registration number
  - ✓ Name
  - ✓ Full address, including, city, state and zip code

**Appriss Health complies with this requirement.**

**DATABASE MANAGEMENT**

**5.1.2.15** The Vendor shall collect opioid antagonist dispensing data from other users. These other users can include local health departments and other health care facilities defined by WVBOP staff.

**Appriss Health will comply with this requirement. Appriss Health will collect the opioid antagonist dispensing data from other users.**

**5.1.2.16** The Vendor shall be able to receive the electronic data from other users via secure email, secure FTP, Virtual Private Network (VPN), SSL Website and any other agreed upon media.

**Appriss Health will comply with this requirement. Appriss Health will collect the opioid antagonist dispensing data via secure FTP, secure email, Virtual Private Network (VPN), secure https web services or any other agreed upon media.**

**5.1.2.17** The Vendor shall prepare and provide to all users any instructions needed to comply with the reporting requirements, including technical assistance. WVBOP reserves the right to review and approve any communication prior to it being distributed.

**Appriss Health will comply with this requirement. Appriss Health will provide all users with instructions required to comply and will work with the WVBOP to create the documentation.**

**5.1.2.18** Opioid antagonist data collected from other users shall include for each dispensing submitted, the following information:

**General Reporting Requirements**

- a. Dispenser Information
  - ✓ DEA registration number (if available)
  - ✓ Name
  - ✓ Full address, including, city, state and zip code
- b. Patient Information;
  - ✓ Last name
  - ✓ First name
  - ✓ Full Address, including city, state and zip code
  - ✓ Date of birth
  - ✓ Gender
  - ✓ Identification number (if available)
- c. Person Picking Up (if different than patient) Information
  - ✓ Last name
  - ✓ First name
  - ✓ Full Address, including city, state and zip code
  - ✓ Date of birth
  - ✓ Gender
  - ✓ Identification number (if available)
- d. Dispensation Information
  - ✓ Identification number (if available)
  - ✓ Date dispensed
  - ✓ NDC code for drug dispensed
  - ✓ Quantity dispensed
- e. Prescriber Information (if applicable)
  - ✓ DEA registration number
  - ✓ Name
  - ✓ Full address, including, city, state and zip code

**Appriss Health will comply with this requirement. Appriss Health will include the general reporting requirements, if available or applicable.**

**5.1.2.19** The Vendor must be able to receive electronic dispensing information transmitted directly from other users seven (7) days a week, and twenty-four (24) hours per day, three hundred sixty-five (365) days per year, and document receipt of each data transmission.

**Appriss Health will comply with this requirement and agrees to provide this availability of data collection for the opioid antagonist dispensation data.**

**5.1.2.20** The Vendor shall provide a method for WVBOP staff to produce reports, on demand or scheduled, displaying information about all uploads by other users, including contact information for each user and the reported date ranges of the submission.

**Appriss Health will comply with this requirement. Appriss Health will provide required reporting on all opioid antagonist uploads.**

**5.1.2.21** The Vendor must be able to collect overdose incident data from other users. These other users can include local health departments, EMS services and other medical service providers. Data collected and other users will be defined by WVBOP staff.

**Appriss Health will comply with this requirement. Appriss Health will collect overdose incident data from other users.**

**5.1.2.22** Overdose incident data collected from other users should include for each incident submitted, the following information:

**General Reporting Requirements**

- a. Patient Information
  - i. Last Name
  - ii. First Name
  - iii. Full Address, including city, state and zip code
  - iv. Date of birth
- b. Incident Information
  - i. Date of Incident
  - ii. Other Information as defined by WVBOP staff
- c. Medical Service Provider Information
  - i. Medical service provider name
  - ii. DEA registration number (if available)

**Appriss Health will comply with this requirement and include all general reporting requirements, if available.**

**DATABASE MANAGEMENT**

**5.1.2.23** The Vendor shall be responsible for collecting and loading data into the database, which will reside on servers in a secure data center or cloud computing center, managed by the Vendor. The data center must reside in the contiguous 48 states of the US. All of the data in the database shall belong to WVBOP.

**Appriss Health complies with this requirement. Appriss Health will be responsible for collecting and loading data into the database, which will reside on servers in a secure cloud computing center, managed by Appriss. The data will reside within the contiguous 48 states of the US. All of the data in the database shall belong to WVBOP.**

**5.1.2.24** The Vendor shall ensure that the system hardware and software used by the Vendor and WVBOP for data collection, access and reporting will be maintained for the life of the Contract Services.

**Appriss Health complies with this requirement. Appriss Health will ensure that the system hardware and software used by Appriss Health and WVBOP for data collection, access and reporting will be maintained for the life of the Contract Services.**

**5.1.2.25** The Vendor shall be responsible for updating the system due to changes in security standards, changes in State IT requirements, or changes in State legislation, at no cost to the state.

**Appriss Health will comply with this requirement.**

**5.1.2.26** The Vendor shall have a help desk located in a call center and provide a toll-free number and email address by which dispensers or other users may contact the vendor to resolve problems, assist with registration and receive information concerning data transmission and access. The toll-free number shall be staffed to provide assistance seven days a week, and twenty-four hours per day, three hundred sixty-five (365) days per year.

**Appriss Health complies with this requirement.**

**5.1.2.27** Conversion of Drug Enforcement Agency (DEA) registration numbers: When a dispenser reports to the system, the DEA registration numbers of the prescriber and dispenser are reported. The system must be able to convert the DEA registration numbers to prescriber and dispenser name, address and registered schedules. The Vendor shall maintain a current reference source of DEA numbers for conversion, and also make that information available to WVBOP staff.

**Appriss Health complies with this requirement. The system will be able to convert the DEA registration numbers to prescriber and dispenser name, address and registered schedules. Appriss Health shall maintain a current reference source of DEA numbers for conversion, and also make that information available to WVBOP staff.**

**5.1.2.28** Conversion of NDC (National Drug Code) numbers: The system must be able to convert NDC numbers to drug, name, strength, controlled substance schedule and dosage form (to include compounds), both at the point of data import and also retrospectively upon receiving NDC number updates. The Vendor shall maintain a current reference source of NDC numbers for conversion, and make that information available to WVBOP.

**Appriss Health complies with this requirement. The system will be able to convert NDC numbers to drug, name, strength, controlled substance schedule and dosage form (to include compounds), both at the point of data import and also retrospectively upon receiving NDC number updates. Appriss Health shall maintain a current reference source of NDC numbers for conversion, and make that information available to WVBOP.**

**5.1.2.29** Conversion of NPI (National Provider Identifier) numbers: The system must be able to convert NPI numbers to prescriber or dispenser name and address when NPI number is supplied. The Vendor shall maintain a current reference source of NPI numbers for conversion, and also make that information available to WVBOP staff.

**Appriss Health complies with this requirement. The system will be able to convert NPI numbers to prescriber or dispenser name and address when NPI number is supplied. Appriss Health shall maintain a current reference source of NPI numbers for conversion, and also make that information available to WVBOP staff.**

**5.1.2.30** The system shall provide data access and data management capabilities, integrated with data mining for ease of data analysis.

**Appriss Health complies with this requirement. Utilizing Tableau, WV PMP administrators will have data management capabilities, integrated with data mining for data analysis.**

**5.1.2.31** The system shall group recipients with different variations of their first name, last name, street address, birth date, or zip code so that when a search is performed for a recipient all matching records will simultaneously display (clustering).

**Appriss Health complies with this requirement. PMP AWA Rx E shall group recipients with different variations of their first name, last name, street address, birth date, or zip code so that when a search is performed for a recipient all matching records will simultaneously display (clustering).**

**5.1.2.32** The Vendor shall maintain the information in the database for five (5) years, rolling monthly, and be made available to all system users. All information more than five (5) years old shall be deleted from the databases by the Vendor.

**Appriss Health complies with this requirement. Appriss Health shall maintain the information in the database for five (5) years, rolling monthly, and be made available to all system users. All information more than five (5) years old shall be deleted from the databases by Appriss Health.**

**5.1.2.33** The Vendor shall provide WVBOP with a copy of the current PNMP data set if requested. Data exchanges will be by secure FTP or web services or as mutually agreed upon by both parties.

**Appriss Health complies with this requirement. Appriss Health shall provide WVBOP with a copy of the current PNMP data set if requested. Data exchanges will be by secure FTP or web services or as mutually agreed upon by both parties.**

**5.1.2.34** The Vendor shall provide system tools for the query and relational or multi-dimensional data that supports a broad range of search criteria.

**Appriss Health complies with this requirement. Appriss Health shall provide access to Tableau for the query and relational or multi-dimensional data that supports a broad range of search criteria.**

**5.1.2.35** The Vendor shall provide system tools that will assist in the identification of illegal or unprofessional activities.

**Appriss Health complies with this requirement. PMP AWA Rx E audit trails will assist in the identification of illegal or unprofessional activities.**

**5.1.2.36** The Vendor shall provide the capability for geocoding of patient, prescriber and dispenser locations to enable geographic analysis of the relationships to identify potential criminal activity, abuse or trending.

**Appriss Health complies with this requirement. All patient, prescriber and dispenser data is geocoded to enable geographic analysis.**

### SECURE WEB SERVICES

**5. 1. 2. 37** The Vendor must provide a system that is able to meet current demand and scalable to meet future demand to successfully manage this program, to keep response times to a minimum, and to provide continuous, twenty-four (24) hours a day, access to authorized users.

**Appriss Health complies with this requirement. The system is horizontally scalable. In other words, Appriss Health is able to add incremental capacity to our IT infrastructure expeditiously to keep up with any incremental demand.**

**Appriss Health monitors the PMP application performance levels via an external third-party service and measures performance of the application based on the industry standard known as the Application Performance Index (Apdex) in an effort to glean insights about user satisfaction from a business point of view. The third-party application also provides scalability and capacity planning reports that Appriss utilizes, along with our Apdex scoring, to help us scale the application infrastructure in an effort to achieve end user satisfaction from a performance perspective. Currently, we average a server Apdex Score of 0. 95 (based on 1. 5 seconds) and an end-user Apdex Score of 0. 92 (based on 3 seconds) while handling average volumes of about 30,000 patient requests per day for each state PMP that we host on top of an average of 50 million prescription dispensation records per state.**

**5. 1. 2. 38** The Vendor will provide an online registration process to enroll prospective users. The system must allow WVBOP to authenticate user registrations before providing login accounts. User types will include prescribers, dispensers, dispensing prescribers, professional licensing boards, law enforcement, Office of the Chief Medical Examiner, Bureau for Medical Services, WVBOP administrative staff, user delegates and others as defined by WVBOP staff.

**Appriss Health complies with this requirement. PMP AWA Rx E will allow WVBOP to authenticate user registrations before providing login accounts. User types will include prescribers, dispensers, dispensing prescribers, professional licensing boards, law enforcement, Office of the Chief Medical Examiner, Bureau for Medical Services, WVBOP administrative staff, user delegates and others as defined by WVBOP staff.**

5. 1. 2. 39 Registered users roles and related account information must be able to be modified by WVBOP staff.

**Appriss Health complies with this requirement. WVBOP is able to configure access based on user roles and various permissions set up within PMP AWAARxE.**

5. 1. 2. 40 The Vendor shall transfer existing user/delegate accounts and account information to the new system (Currently approximately 13,000 users). When users initially logon to the new system, additional user information may also be collected. WVBOP staff will define what existing account information and what new information will be utilized.

**Appriss Health complies with this requirement. Appriss Health will transfer existing user/delegate accounts to the PMP AWAARxE system.**

5. 1. 2.41 The system must meet or exceed the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The vendor must be willing to sign a Business Associate Addendum ("Addendum") in accordance with HIPAA privacy and security standards. This Addendum is made part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency") and the Business Associate ("Associate"), and is in affect as of the date of the execution of this Agreement.

**Appriss Health complies with this requirement. Appriss has a comprehensive security program that complies with HIPAA and HITECH regulations. Appriss utilizes NIST 800-53 Moderate standards to guide our program to ensure the protection of PII and SPI.**

5. 1. 2. 42 WVBOP will require role based user accounts. At a minimum, this would include an administrator level for WVBOP staff, a level appropriate for dispensers/prescribers, a level appropriate for law enforcement a level for other users and a level for all delegate users. User roles can be created and modified as needed by WVBOP staff.

**Appriss Health complies with this requirement. The PMP administrator is able to configure access based on user roles and various permissions set up within PMP AWAARxE. The state administrator defines which users are able to automatically receive reports without intervention and which users require intervention. For example, in certain states, physicians can receive reports automatically but law enforcement users require state approval before they can receive reports.**

5. 1. 2. 43 The system must permit multiple users to be on the system and in the same applications at the same time.

**Appriss Health complies with this requirement and is able to accommodate the concurrent system usage needed by WVBOP.**



**5. 1. 2. 44** The system must permit a registered user to request and receive information, including automatic reports, via the Internet. The user would automatically receive the report without intervention by WVBOP staff. This would enable users to access the system twenty-four (24) hours a day/seven (7) days a week/three hundred sixty-five (365) days a year.

**Appriss Health complies with this requirement. Access to the PMP AWARxE database is provided on a 24 hours per day, 7 days per week, and 365 days per year basis (outside of our regularly scheduled maintenance window).**

**5. 1. 2. 45** The WVBOP must have the ability to communicate information of interest to registered users of the web-based program through broadcast alerts, emails and an information section on the home page. The registered users shall be classed under specific role types and information may be sent to specific groups of system users based on that role type.

**Appriss Health complies with this requirement. PMP AWARxE supports alerts, notifications, and system messaging (e. g. announcements, external links section, homepage text), as detailed below:**

- Alerts

**PMP AWARxE provides the ability to produce electronic unsolicited reports / patient alerts. For example, electronic patient alerts allow administrators to generate PDF letters and/or emails as unsolicited alerts/patient alerts. Users who receive the electronic patient alerts are sent a link. When the user clicks on the link, the user is prompted to the login screen. Once logged in, the users are taken directly to the patient alert screen to view the prescription history for the identified patient.**

- Notifications

**PMP AWARxE has notifications built throughout the system. Notifications are sent externally during different phases of registrations including email verification, registration status, delegate workflow, password set up, proactive password expiration, and patient alerts. Notifications are sent to system administrators via the administrative dashboard regarding pending registrations, pending report requests, and pharmacy compliance. Data submitters receive notifications of the status of their files submitted and continue to receive notifications daily if there are outstanding errors.**

- System Messaging

**Announcements and configurable external links section are offered to customers for the purpose of announcements.**

**5. 1. 2. 46** To support account documentation necessary for registration, upload capabilities are required to ensure completion of submittal requirements.

**Appriss Health complies with this requirement and will provide the required account support documentation.**

5. 1. 2. 47 Account management will include delegate responsibilities. The system must permit a registered master account user to establish/deactivate delegate subaccounts, and further, provide a mechanism for the user to monitor the system activity of those delegates online and through a reporting mechanism.

**Appriss Health complies with this requirement. Delegate workflow may be defined by the PMP administrator. PMP AWARxE allows the prescriber or pharmacist to establish/deactivate delegate subaccounts. Additionally, the authorized prescriber or pharmacists can run management reports to review what delegates are requesting reports on their behalf. The PMP Administrator has full visibility into all master account and associated delegate activity.**

5. 1. 2. 48 Master account holders will be limited to the number of delegates allowed. WVBOP administrators can select the number of delegates for master accounts, ranging from zero to two hundred (200). Delegates may be linked to more than one master account holder. If the delegate is associated with more than one master account holder, the delegate is provided with a list from which to select the master account holder for whom the query is performed for.

**Appriss Health complies with this requirement. If a user is associated with more than one master account holder, the user is provided with a list from which to select the master account holder at the time of performing a search.**

5. 1. 2. 49 WVBOP will require at least three different types of Online Registration:

a. Minimum fields for Practitioner/Delegate On-line Registration

- ✓ First Name, Middle Name, Last Name
- ✓ Date of Birth
- ✓ Last 4 Digits of SSN
- ✓ Role Type (drop down box)
- ✓ Professional License Number (if applicable)
- ✓ Professional License State (if applicable)
- ✓ DEA number (if applicable)
- ✓ NPI (if applicable)
- ✓ Specialty Type (drop down box)
- ✓ Facility Practice Name
- ✓ Mailing Address
- ✓ City, State, County & Zip Code
- ✓ Phone number
- ✓ Email Address
- ✓ Fax
- ✓ Security Question
- ✓ Security Answer

b. Minimum fields for Law Enforcement On-line Registration

- ✓ First Name, Middle Name, Last Name
- ✓ Job Title/Rank
- ✓ Role Type (drop down box)
- ✓ Badge or Agency ID Number
- ✓ Driver's License number and State
- ✓ Date of Birth

- ✓ Agency Name
  - ✓ Office Location Street Address
  - ✓ City, County, State, Zip
  - ✓ Area code and office telephone number
  - ✓ Area code and cell number
  - ✓ Area code and fax number
  - ✓ Email address
  - ✓ Supervisor's First Name, Last Name
  - ✓ Supervisor's Phone number
  - ✓ Supervisor's Email Address
  - ✓ Security Question
  - ✓ Security Answer
- c. Minimum fields for Other On-line Registration
- ✓ First Name, Middle Name, Last Name
  - ✓ Job Title
  - ✓ Role Type (drop down box)
  - ✓ Driver's License number and State
  - ✓ Date of Birth
  - ✓ Agency Name
  - ✓ Office Location Street Address
  - ✓ City, County, State, Zip
  - ✓ Area code and office telephone number
  - ✓ Area code and cell number
  - ✓ Area code and fax number
  - ✓ Email address
  - ✓ Supervisor's First Name, Last Name
  - ✓ Supervisor's Phone number
  - ✓ Supervisor's Email Address

**Appriss Health complies with this requirement. PMP AWARxE will be configured to the needs of the WVBP state administrator. User profiles will include relevant information as needed by the state administrator. Information about the individual querying the database can include name, business, phone number, individual ID number (NCPDP/DEA/NPI or other), state where licensed and license number, expiration date of such licenses, business address, and profession.**

#### DATA SECURITY AND CONFIDENTIALITY

**5. 1. 2. 50** The Vendor shall comply with Federal, State of West Virginia and WVBP privacy and security laws, regulations and rules.

**Appriss Health complies with this requirement. Appriss Health complies with all federal and state privacy regulations. Appriss Health has in place a stringent Information Security Policy and conforms to HIPAA and HITECH regulations. Appriss Health utilizes NIST 800-53 Moderate standards to guide our program to ensure the protection of PHI and PII. Specifics about our control environment may be found in the Appriss Health Information Security Program Policies and HIPAA Audit documentation, which are both available upon request.**

**5. 1. 2. 51** The Vendor must be willing to provide the results of a third-party, privacy and security assessment or be willing to complete a State provided privacy and security self-assessment.

**Appriss Health complies with this requirement. Appriss Health is willing to complete a State provided privacy and security self-assessment.**

**5. 1. 2. 52** The Vendor must be willing to attest to a completed, annual risk analysis, in accordance with the HIPAA Security Rule.

**Appriss Health complies with this requirement. Appriss Health has in place a stringent Information Security Policy and conforms to HIPAA and HITECH regulations. Appriss Health is willing to share our annual HIPAA audit report with the WVBOP.**

**5. 1. 2. 53** The Vendor shall have a system disaster recovery plan for data in the event the program is unavailable due to human error, equipment failure or a natural disaster.

**Appriss Health complies with this request. Appriss Health will have a system disaster recovery plan for data in the event the program is unavailable due to human error, equipment failure or a natural disaster.**

**5. 1. 2. 54** For any breach or suspected breach of security of the collected data, the Vendor shall notify WVBOP staff as soon as possible by telephone or e-mail, and also: Conduct an investigation, Confiscate and secure any evidence in conjunction with any such occurrences, Provide WVBOP with a written report of the investigation within three (3) business days of first learning of the breach. Subsequently supply a written report within 7 business days outlining the impact of the breach and the steps taken to correct the situation and prevent future breaches, and time frame for completion. Assist WVBOP, including testifying, in any proceedings or hearings, which may be undertaken for any security violation.

**Appriss Health complies with this requirement.**

#### OUERIES AND REPORTS

**5. 1. 2. 55** Data that has passed the checks for accuracy and completeness shall be accessible by WVBOP as soon as possible after submission and, at most, no more than one (1) calendar day after submission.

**Appriss Health complies with this requirement. Data processing and loading into the database occurs immediately after a data submission is received by the PMP Clearinghouse service. Rather than the batching process, Appriss Health's PMP AWAARxE solution has been designed to process incoming pharmacy claims data in near real-time.**

**5. 1. 2. 56** The Vendor shall prepare reports for WVBOP at least monthly identifying dispensers that have not submitted a required report and dispensers that submitted a report but the report was rejected.

**Appriss Health complies with this requirement. PMP AWAREx provides a “delinquent pharmacies” function that allows a PMP administrator with the ability to quickly identify and pharmacies that are out of compliance with their data submission obligations. This report can be run at any time and not only identifies pharmacies that are non-compliant, but also provides contact information of the data submitters that previously provided files for non-compliant pharmacies. When a state administrator selects a pharmacy of interest, the system will present a “pharmacy analysis” report that allows a quick view of all of the pharmacy’s submissions over time. The “delinquent pharmacies” screen also takes into account zero reports so pharmacies that have not dispensed controlled substances but have submitted zero reports do not display as out of compliance.**

*Every report can be exported to a CSV report (see screenshot below)*

**PMP AWARE - Demo** Demo. KY

Home | Data | Research | Insight | Admin | Settings | User Profile | Help | PMP AWARE

Admin | Compliance | Manage Pharmacies | Add Pharmacies | Delinquent Pharmacies | Pharmacy Analysis

## Delinquent Pharmacies Report

09/08/2015 [View Report](#)

Report Prepared: 2015-09-08 03:00:11 -0400

Criteria

Pharmacies

DEA	NCPDP	Pharmacy Name	Pharmacy Address	Last Days	Data Submitter	Primary User	Primary Email	Primary PF
ZZ1234567	1234567	A PHARMACY	1111 FAKE ST WICHITA KS 67202	2015-08-27 12	Pharmacy Care POS	Robert	Jones	502-555-5
ZD0000000		D PHARMACY CHAIN	7th TEST ST WICHITA KS 67212	2015-09-06 1	D Chain Corp	John	Reynolds	773-555-5
ZC2222222		C PHARMACY CHAIN	2nd NOWHERE ST WICHITA KS 67206	2015-08-08 30	Pharmacies United	Craig	Davidson	312-555-5
ZB1111111		B PHARMACY	1234 NOT-A-REAL-PLACE DR WICHITA KS 67202	2015-08-27 12	Pharmacy Care POS	Robert	Jones	502-555-5
RW0369062		CENTER FOR CHANGE	1333 NORTH BROADWAY WICHITA KS 67214					
RW0166175		WICHITA TREATMENT	939 N MAIN STREET WICHITA	2015-09-04 4	Wichita Treatment	Sally	Allen	213-555-5

5. 1. 2. 57 The system must allow WVBOP administrators to search, correlate, query, and match user activity logs, to provide an audit trail for each user's system logins, reports and requests.

**Appriss Health complies with this requirement. PMP AWARxE will allow WVBOP administrators to search, correlate, query, and match user activity logs, to provide an audit trail for each user's system logins, reports and requests via our BI Insight reporting tool.**

5. 1. 2. 58 The system shall create three (3) basic queries, in the following format. Patient (recipient) query, to include patient name and date of birth, drug name and schedule, date filled, quantity and days supply, Morphine Equivalent Daily Dose, method of payment and dispenser and prescriber name, DEA # and address; Prescriber query, to include prescriber name and address, patient name and date of birth, drug name and schedule, date prescribed and filled, and pharmacy name and address; and, Dispenser query, to include dispenser name and address, patient name and date of birth, drug name and schedule, date filled, quantity and days supply, method of payment and prescriber name and address.

**Appriss Health complies with this requirement. PMP administrators will have access to a wide range of included reports (or "views") and dashboards (providing a snapshot of important data) as well as the ability to quickly and easily create both of these on their own via the Tableau BI tool. Tableau will create three (3) basic queries, in the following format. Patient (recipient) query, to include patient name and date of birth, drug name and schedule, date filled, quantity and days supply, Morphine Equivalent Daily Dose, method of payment and dispenser and prescriber name, DEA # and address; Prescriber query, to include prescriber name and address, patient name and date of birth, drug name and schedule, date prescribed and filled, and pharmacy name and address; and, Dispenser query, to include dispenser name and address, patient name and date of birth, drug name and schedule, date filled, quantity and days supply, method of payment and prescriber name and address.**

5. 1. 2. 59 The system shall include the following reporting:
- a. Top Ranking Reports (Summary by total and by each county monthly)
    - Top Prescribers of Controlled Substances by schedule, class and combinations
    - Top Dispensers of controlled substances by schedule, class and combinations
    - Top household addresses receiving controlled substances
    - Top recipients of Controlled substances by schedule, class and combinations
    - Recipients using most different pharmacies\*
    - Recipients using most different prescribers\*
    - Top controlled substances by generic name
    - Top drug usage by therapeutic class
    - Top drug usage by NDC \*able to change variables
  - b. Trend Review Reports (Summary by total and by each county monthly)
    - Rx Count
    - Total Quantity

- Total Days Supply
- Misc. Reports
- Total Number of queries by role user by month
- Total number of users per role per month
- Recipients exceeding a certain MED/MME per user defined date range
- Prescribers and dispensers whose patients exceed a certain MED/MME per user defined date range

**Appriss Health will comply with this requirement. The listed reports in this Section will be made available via Tableau.**

**5. 1. 2. 60** Users shall be able to view reports, print reports and save reports in PDF, Excel and other formats.

**Appriss Health complies with this requirement. PMP AWA Rx E users can view reports, print reports and save reports in PDF and CSV file formats.**

**5. 1. 2. 61** WVBOP will have the option to request at no charge ad hoc reports as necessary, not to exceed 15 per contract year

**Appriss Health will comply with this requirement. WVBOP will have the option to request at no charge ad hoc reports as necessary, not to exceed 15 per contract year.**

**5. 1. 2. 62** The Vendor shall provide reporting for research or education; provided that data elements that would reasonably identify a specific recipient, prescriber or dispenser must be deleted or redacted from such information prior to disclosure. Release of the information only may be made pursuant to a written agreement between the requestor and the WVBOP in order to ensure compliance.

**Appriss Health will comply with this requirement. Appriss Health will make available our Tableau reporting tool for such reports.**

**5. 1. 2. 63** The Vendor shall provide at no charge, copies of any portion of the data set to the WVBOP as needed, including de-identified data.

**Appriss Health will comply with this requirement. Appriss Health will provide, at no charge a standard data extract file for WVBOP, as needed. The standard file specifications are attached as Exhibit G.**

**5. 1. 2. 64** The system must have the ability to perform multi state query and retrieval into a collated report.

**Appriss Health complies with this requirement. Appriss Health has a proven track record and a wealth of experience facilitating secure interstate PMP data sharing among 40 states and integrating PMP data within the clinical workflow. Deployment of the PMP AWA Rx E solution would enable immediate interstate sharing of PMP data with all the states connected to PMP InterConnect. PMP InterConnect (PMPi) is the interstate data sharing hub provided and owned by the National Association of Boards of Pharmacy (NABP).**

5. 1. 2. 65 The system must be able to identify the number of registered user requests made by user type, and provide complete audit report capabilities for individual users on demand.

**Appriss Health complies with this requirement. Appriss Health allows each user to run a MyRx report that shows all requests made using the user's DEA number. PMP Administrators will have access to a full audit log identifying number of registered user request by user type.**

5. 1. 2. 66 The system must enable WVBOP to perform ad hoc queries to respond to requests from other states' primary monitoring authorities, to respond to lawful court orders and for statistical, research or educational purposes. Since these queries and reports may vary in substance, an ad hoc query and reporting function is an essential aspect of the system.

**Appriss Health complies with this requirement. As part of the PMP AWAxRxE platform, Appriss Health currently provides a sophisticated business intelligence tool, Tableau, that provides PMP administrators with analysis and data mining capabilities. It also provides sophisticated drag-and-drop tools that allow non-technical personnel to create and customize reports. Tableau provides PMP Administrators with robust reporting and analytics capabilities. Unlike competitor offerings that mainly consist of a set of "canned" reports, Tableau is a sophisticated business intelligence platform that allows non-technical users the ability to explore PMP data, create reports "on the fly" and create presentations of the data utilizing a variety of charting and graphing tools. In addition, Tableau allows the analytics and reports to be run on a schedule set by the user.**

5. 1. 2. 67 The system must have the capability to produce automatic patient threshold reports. Criteria may consist of number of prescriptions dispensed, number of prescribers used, number of pharmacies used Morphine Equivalent Daily Dose, in a designated time period. These criteria can be modified by WVBOP staff.

**Appriss Health complies with this requirement. PMP AWAxRxE's standard reporting functionality includes a threshold report showing dispensers, prescribers, and individuals exceeding set thresholds; and the corresponding prescriber and pharmacy education letters. Appriss Health's solution currently has the functionality to allow the State to set confidential threshold numbers, and reports may be run with these parameters monthly.**

5. 1. 2. 68 WVBOP requires a threshold report template designed by the Vendor that would enable WVBOP to change the parameters, independent from the Vendor, for producing automatic threshold reports. The Vendor will assist in defining threshold criteria.

**Appriss Health complies with this requirement. PMP AWAxRxE offers this functionality as standard unsolicited reporting, which allows the state to set the threshold numbers and generate the reports at any time.**



5. 1. 2. 69 Prescribers must have the ability to run a report of prescriptions issued under their DEA number as the prescriber (Self-Report).

**Appriss Health complies with this requirement. PMP AWARe allows for the review of queries by individual by date through the 'Requests History' functionality. Individuals can review their own query history whereas PMP administrators can review the query history of any user.**

5. 1. 2. 70 The system must be able to provide prescriber users with unsolicited reports of their prescribing history and behavior (Prescriber Report Cards). These reports will include comparisons of the prescriber's behavior to others of the same specialty. The reports will also summarize patient and prescription volumes, as well as PMP usage. The reports will be provided at least quarterly.

**Appriss Health will comply with this requirement. Appriss Health provides Prescriber Report Cards based on specialty to summarize patient and prescription volumes and PDMP usage. The default period covered by each report is six (6) months (unless otherwise noted) and delivery will be quarterly. Prescriber Reports will be electronically mailed out to each individual provider as a .pdf attachment.**

5. 1. 2. 71 The system must enable WVBOP administrators to create unsolicited reports for practitioners and dispensers based on specific thresholds. The reports may be shared via a secure website, delivered via secure email or printed for delivery via US mail.

**Appriss Health complies with requirement. PMP AWARe's standard reporting functionality includes a threshold report (which will be set by WVBOP) showing dispensers, prescribers, and individuals exceeding set thresholds; and the corresponding prescriber and pharmacy education letters. Appriss Health's solution currently has the functionality to allow the State to set confidential threshold numbers, and reports may be run with these parameters monthly. PMP AWARe offers this functionality as standard unsolicited reporting, which allows the state to set the threshold numbers and generate the reports at any time.**

5. 1. 2. 72 Reports should be available to verify supervisor/subordinate relationship.

**Appriss Health complies with this requirement. Tableau offers the ability to provide the above-mentioned information.**

5. 1. 2. 73 The system must provide WVBOP staff the ability to deactivate user accounts that are no longer authorized to access the system for any reason.

**Appriss Health complies with this requirement. State administrators are able to deactivate user accounts of prescribers and dispensers at any time through an online user management module.**

## DATA RECEIPT AND RECORDS

**5. 1. 2. 74** The Vendor shall document receipt of each data transmission from a dispenser. All documentation shall be retained by the Vendor for five (5) years. All data more than five (5) years old shall be purged. Upon request by WVBOB, or six (6) months prior to the expiration of this Contract, the Vendor shall provide to WVBOB a written turnover plan designed to ensure a smooth turnover of data. The Vendor shall take all reasonable action to provide a minimally disruptive turnover.

**Appriss Health complies with this requirement. Appriss Health's standard purge schedule is determined by our individual customer guidelines. Data will be kept online for a period of five (5) years, as required by West Virginia. Data after that period will be archived but not discarded, at the request of West Virginia.**

- **Data Retention Procedure**

**PMP AWAxRE supports configuration of data retention periods. Once West Virginia determines the retention period and it is configured into the system, a daily process first calculates the cutoff date for retention as of that date and then identifies records with fill dates that have surpassed the cutoff date. The identified records are then purged. An audit trail of the data purge is kept.**

- **Archiving Procedure**

**PMP AWAxRE data storage is housed in a Virtual Private Cloud located in Amazon's AWS US East data center. When data is imported into a PMP AWAxRE RDS database in AWS, it is also fully replicated to a separate Amazon Availability Zone using Amazon's multi-AZ RDS replication functionality. This creates a replicated database within the same VPC but in a different physical availability zone at the data center for the purpose of high availability. Data is also backed up daily using Amazon's automated RDS backup feature that enables point-in-time recovery for database instance.**

**The daily backups have a 14-day retention period. In addition to the daily automated backup, Amazon RDS archives database change logs. This enables Appriss Health to recover the State's database to any point in time during the backup retention period, up to the last ten minutes of database usage (i.e. an RPO of 10 minutes). Amazon RDS stores multiple copies of data. If for any reason a single-AZ DB instance becomes unusable, it will be possible to use point-in-time recovery to launch a new DB instance with the latest restorable data. This allows for an RTO value of 90 minutes.**

**The databases and applications are replicated and redundant via the separate data centers with the backup location on hot standby. The configuration settings, databases, and file systems are encrypted and backed up to Amazon S3 for real-time access and recovery.**

5. 1. 2. 75 At no additional cost to WVBOP, the Vendor shall provide to WVBOP all electronic and paper files, including data and historical files, at Contract end. This information should include but is not limited to procedures, training manuals, and instructions. The software used to access and view these files shall not be proprietary and shall not in any manner preclude access to the files by WVBOP. WVBOP reserves the right to transfer all data, desk procedures, i.e., any information that would be required to use the program, such as passwords, training materials and system instructions to any future vendors.

**Appriss Health will comply with this requirement. Appriss Health will provide to WVBOP, at no cost all electronic and paper files, including data and historical files at contract end.**

5. 1. 2. 76 The Vendor shall create and maintain electronic copies of all correspondence. Each document shall be identified and referenced to a specific request ID in a manner that will facilitate case reviews or appeals. The Vendor shall also assure that the correspondence and written notifications can be accessed in real time by WVBOP. At the conclusion of the contract, the Vendor shall transfer to WVBOP all correspondence and notifications in a format that can be read by a standard document manager with text search capabilities (for example . pdf format) specified in advance by WVBOP. The Vendor shall also transfer in electronic form all pertinent desk procedures, training manuals, letter templates, and instructions.

**Appriss Health will comply with this requirement. Appriss Health will provide all correspondence and written notifications upon request. Any correspondence that contains Appriss Health intellectual property will be redacted.**

5. 1. 2. 77 Vendor will include in their bid the cost of optional Annual renewals through year four (4). This optional Annual renewal will be initiated by agency request agreed to by the vendor and processed as a Change Order authorized as issued by the West Virginia Purchasing Division.

**Appriss Health will comply with this requirement. Appriss Health will include option Annual renewal costs within Exhibit A of this RFQ.**

**6. CONTRACT SCHEDULE:** Contract shall be completed within ninety (90) calendar days from the issuance of the written Notice to Proceed.

6. 1 Vendor and Agency shall meet at the Agency's premises within 15 calendar days after issuance of purchase order to discuss pre-installation activities as well as the actual installation, and to agree on an installation date.

**Appriss Health will comply with this requirement.**

6. 2 Agency will not formally accept the System until the System has operated without failure for thirty (30) consecutive days. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system thereby beginning the first (1) year warranty. Future requests for warranty and maintenance will be based on these dates.

**Appriss Health will comply with this requirement.**

- 6.3 Upon Contract expiration and/or termination, or as soon as possible, the Vendor shall work jointly with the WVBOB and any subsequent Vendor during the conversion and system startup, to ensure a smooth transition and changeover, prior to releasing the Vendor's Performance Bond.

**Appriss Health will comply with this requirement.**

## **7. CONTRACT AWARD:**

- 7.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Vendor should provide with their bid a copy of any Software Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**

Vendor should provide with their bid a copy of Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**

**Appriss Health will comply. The PMP AWARxE license agreement is attached as Exhibit H.**

- 7.2 **Pricing Page:** Vendor should complete the Pricing Page by adding Unit Price and multiplying by Quantity to equal Extended Cost. Total Bid Amount is total of Extended Cost column. 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.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Melissa.k.pettrey@wv.gov](mailto:Melissa.k.pettrey@wv.gov).

Vendor's who wish to respond to a Centralized Request for Quotation (CFFW) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it in an attachment to their online response.

If unable to respond online Vendor must submit Exhibit "A" Pricing Pages with your bid prior to the scheduled bid opening date.

8. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

9. **PAYMENT:** Agency shall pay annually, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
10. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate lists on Vendor's bid, but such costs will not be paid by the Agency separately.
11. **VENDOR DEFAULT:**
  - 11.1. The following shall be considered a vendor default under this Contract.
    - 11.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
    - 11.1.2. Failure to comply with other specifications and requirements contained herein.
    - 11.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
    - 11.1.4. Failure to remedy deficient performance upon request.
  - 11.2. The following remedies shall be available to Agency upon default.
    - 11.2.1 Immediate cancellation of the Contract.
    - 11.2.2. Immediate cancellation of one or more release orders issued under this Contract.
    - 11.2.3. Any other remedies available in law and equity.

**12 MISCELLANEOUS:**

**12.1 Contract Manager:** During its performance of this Contract, Vendor 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: Brad Bauer  
Telephone Number: (678) 319-0970  
Fax Number: \_\_\_\_\_  
Email Address: bbauer@apprisshealth.com

**EXHIBIT A- Pricing Page for Board of Pharmacy CSMP**

**CONTRACT ITEM**

Item #	Item	Vendor Description	Unit of Measure	Quantity	Cost
1	Comprehensive Controlled Substance Monitoring Program for the WV Board of Pharmacy with migration of historical data and transfer of user accounts. This includes a database management system, with hosting of the database, collection and loading of data, providing access for authorized users and customer support. Also providing system tools to query the database, assist with and modify user accounts and monitor CSMP activities.	Costs include system migration to PMP AWARxE, custom report d	Lump Sum	1.00	\$378,700.00
2					
Item #	Item	Vendor Description	Unit of Measure	Quantity	Cost
3	Second Year Maintenance and Support/Warranty/Hosting	PMP AWARxE annual SaaS license, support and maintenance fees.	Year	1.00	\$201,000.00
4	Third Year Maintenance and Support/Warranty/Hosting	PMP AWARxE annual SaaS license, support and maintenance fees.	Year	1.00	\$206,250.00
5	Fourth Year Maintenance and Support/Warranty/Hosting	PMP AWARxE annual SaaS license, support and maintenance fees.	Year	1.00	\$211,750.00

**UNIT PRICES**

Item #	Unit Prices are to be provided for the following item, and will only be used to execute formal Change Orders during the life of the contract, if required. Estimated Quantities are included for bid evaluation only; there is no guarantee that any quantity if the Item(s) will be purchased.				
6	Additional Professional Services Support Hours	Unit Price Per Hour=\$150.00	Hour	1.00	\$150.00
<b>Total Bid Amount (Item # 1+2+3+4+5+6) =</b>					<b>\$997,850.00</b>

Contract evaluation will be of the total bid amount. Award will be the lump sum amount, implementation and year one maintenance only. Renewal options for years 2, 3, and 4 will be initiated by the Agency, Agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

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 § 180.103.
  - 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 violates 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.
- i. **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/agencyvii.htm](http://www.state.wv.us/admin/purchase/vrc/agencyvii.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wy.gov](mailto:incident@wy.gov) or <https://apps.wy.gov/ot/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: WV Bd. of Pharmacy

Name of Associate: Appriss Inc

Signature: Michael Hoff

Signature: [Signature]

Title: CSMP Administrator

Title: President

Date: 6/15/17

Date: 08/01/17

Form - WVBA-012004  
Amended 08.26.2013

APPROVED AS TO FORM THIS 26<sup>th</sup>  
DAY OF June 20 17  
[Signature]  
Secretary

**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:** Michael L Goff

**Name of Agency:** WV Board of Pharmacy

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

**Patient Data:** Including name, address, DOB, sex, identification number

**Person Picking Up a Prescription Data:** Including name, address, DOB, sex, identification number

**Prescription Data:** Including date written, date filled, product information, quantity, days supply, form of payment, prescription number

**Prescriber Data:** Including prescriber name, address, DEA number

**Dispenser Data:** Including dispenser name, address, DEA number



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Appriss Inc

Authorized Signature: [Signature] Date: 08/01/17

State of Kentucky

County of Jefferson to-wit:

Taken, subscribed, and sworn to before me this 1<sup>st</sup> day of August, 2017.

My Commission expires 5/4/2020, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

Crystal Ramsey  
Purchasing Affidavit (Revised 07/07/2017)

CRYSTAL L. RAMSEY  
NOTARY PUBLIC  
Kentucky, State At Large  
ID # 556392  
My Commission Expires 5/4/2020

**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.

Appriss Inc  
Company

  
Authorized Signature

08/01/17  
Date

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

Comprehensive Controlled Substance Monitoring Program for the West Virginia Board of Pharmacy; Request for Quotation Solicitation Number: CRFQ 0913 PHB1800000001

## Exhibit E

### Appriss Health State PMP Customers

State	Customer	Description	Duration
IN	Indiana Professional Licensing Agency	Appriss provides the Indiana Prescription Monitoring Program solution.	2004 - present
NM	New Mexico Board of Pharmacy	Appriss is the provider of the New Mexico Prescription Monitoring Program solution.	2005 - present
OH	Ohio Board of Pharmacy	Appriss hosts and provides operational support for the Ohio State Board of Pharmacy's PMP system. The system processes roughly 16.8 million requests per year (55 million records) and has about 65,000 users.	2006 - present
TN	Tennessee Board of Pharmacy	Appriss provides the Tennessee Prescription Monitoring Program solution.	2006 - present
VA	Virginia Department of Health Professions	Appriss is the provider of the Virginia PMP solution.	2006 - present
CT	Connecticut Drug Control Division, Department of Consumer Protection	Appriss provides the Connecticut Prescription Monitor Program solution.	2008 - present
IA	Iowa Board of Pharmacy	Appriss is the provider of the Iowa PMP solution.	2008 - present

State	Customer	Description	Duration
TX	State of Texas (Texas Department of Public Safety: 2010-present, Texas State Board of Pharmacy: 2015-present)	The current PMP system processes roughly 36 million prescription requests per year and accommodates over 2 million active users.	2010 – present (TX DPS) 2016 – present (TX BOP)
NJ	New Jersey	Appriss hosts and provides operational support for the State of New Jersey PMP solution. The system processes approximately 1 million prescription requests per year and has roughly 800,000 active users.	2011 - present
RI	Rhode Island Department of Health	Appriss has been providing the RI Department of Health with a PMP solution for over five years.	2011 – 2015 (PMP solution) 2015 – present (PMP AWARxE)
ID	Idaho Board of Pharmacy	The PMP AWARxE system in Idaho processes an average of 2.7 million records per year and has close to 9,000 active users	2012 – present
AZ	Arizona Board of Pharmacy	Appriss provides the Arizona PMP solution.	2013 - present
KS	Kansas State Board of Pharmacy	Appriss provides the PMP system for the Kansas State Board of Pharmacy. The system processes roughly 6 million records annually and has more than 7,800 users.	2013 - present
LA	Louisiana Board of Pharmacy	Appriss is the provider of the Louisiana PMP solution.	2013 - present
MS	Mississippi Board of Pharmacy	Appriss provides the PMP system for the Mississippi State Board of Pharmacy. The system processes roughly 7.2 million records per year and has more than 10,000 users.	2013 - present
NV	Nevada Board of Pharmacy	Appriss provides the PMP system for the Nevada State Board of Pharmacy. The system processes roughly 4.8 million records per year and has more than 6,400 users.	2013 - present

State	Customer	Description	Duration
ND	North Dakota Board of Pharmacy	Appriss provides the PMP system for the North Dakota Board of Pharmacy. The system processes roughly 1.3 million records per year and has more than 3,000 users.	2014 - present
MA	Executive Office of Health and Human Services, Department of Public Health	Appriss is currently implementing PMP AWARxE for the Commonwealth of Massachusetts. The current PMP system processes approximately 13 million dispensation records per year and has roughly 50,000 users.	2015 – present
SC	South Carolina Department of Health & Environmental Control	The South Carolina PMP AWARxE system processes approximately 11 million dispensation records annually with over 11,000 active users.	2015 - present
SD	South Dakota Board of Pharmacy	Appriss provides the PMP system for the South Dakota Board of Pharmacy. The system processes an average of 95,000 requests per year and has more than 2,300 users.	2015 - present
VT	Vermont Department of Health	Appriss provides the PMP solution for the Vermont Department of Health.	2015 - present
AK	Department of Commerce Community and Economic Development	Appriss has transitioned Alaska’s PMP solution to PMP AWARxE. The system, which is live, is anticipated to process approximately 1 million dispensation records annually. At present, the system has over 1,500 users	2016 – present
GA	Georgia Drugs and Narcotics Agency	The Georgia PMP AWARxE system is anticipated to process approximately 12 million dispensation records per year. Currently, the system has 12,000 users and 4,000 active users.	2016 – present
PA	Pennsylvania Office for Information Technology	Appriss provides PMP AWARxE for the Commonwealth of Pennsylvania.	2016 – present

State	Customer	Description	Duration
OK	Oklahoma Bureau of Narcotics	Appriss is currently implementing PMP AWARxE for the State of Oklahoma. The current PMP solution processes approximately 9 million dispensation records per year and has roughly 22,500 users.	2016 - present

# Exhibit F

## Appriss Health's Registration Process Tutorial

**AWARE** Registration Process 1 of 10

© PHB PMP AWARE

Log In

First

Full Name

Logn Create an Account

### Register for a New Account

This tutorial will guide you through the process of registering a new account in the PMP AWARE system. You will create an account for a user in the program by providing PMP AWARE with a profile that includes the information that applies.

**This Tutorial Covers how to:**

- Create an Account
- Select your Title
- Complete the Application Process
- Check for Monitor Requirements
- Submit Validation Documentation

Next

## Log In

Email



Password

[Forgot Password?](#)



Login

Create an Account

## Create an Account

To begin the process, click [Create an Account](#)

[Back](#)

[Next](#)



## Registration Process

### Create an Account

[Registration Process Tutorial](#)

Email



Password



Password Confirmation



Save and Continue

### Create an Account

**Your Email is Your Username**

#### Password Requirements

- Must be at least 6 characters
- And include 1 capital letter, 1 symbol and 1 lowercase letter

Back

Next

## Registration Process

Select your User Roles

[Registration Process Tutorial](#)

▼ **Healthcare Professional**

- Physician (MD, DO, DPM)
- Dentist
- Nurse Practitioner / Clinical Nurse Specialist
- Physician Assistant
- Podiatric Physician (DPM)
- Optometrist
- Naturopathic Physician
- Pharmacist
- Psychologist
- Veterinarian
- Medical Intern
- Medical Resident
- IHS Prescriber
- IHS Dispenser
- Military Prescriber
- VA Prescriber
- VA Dispenser
- Pharmacy Technician
- Delegate

▶ **Law Enforcement**

▶ **Other**

[Save and Continue](#)

### Select your Role

Select the primary category of your role to expand the list. This will allow you to select your specific role. Click **Save and Continue** to proceed with the registration process.

[Back](#)

[Next](#)

A link to verify your email address has been sent.

Create an Account

Personal

DEA Number:

+ Add

First Name:

DEA Number Added

Middle Name:

Nurses Provider ID:

+ Add/Remove

Last Name:

Driver License Number:

Date of Birth:

Professional Registration Number:

Licence Type:

ADP

Controlled Substance ID

Badge Number:

Verify Your Email Address

A verification email will be sent to the email address you entered. You must click the link in the email to verify your email address on the system. Please check your spam folder if you do not receive it.

Back

Next

## Registration Process

Create an Account

Registration Process - Home

### Personal

SSN Number

123-45-6789

123456789

First Name

John Doe

SSN Numbers Added

123-45-6789

987-65-4321

Last Name

Home Address

123456789

Date of Birth

Direct Contact Number

Professional License Number

License Type

12345

License Subtype

Home Number

### Complete Application Process

Complete the application process by following the steps below:

- 1. Complete the application form.
- 2. Pay the application fee.
- 3. Receive your PMP certification.

#### Save Time with AutoFill

Use the auto-fill feature to save time by filling in the application form with your information.

Click the auto-fill button to the right of the form.

Back

Next

## Employer

GEA Number \*

AutoFill Form

Name \*

National Provider ID \*

AutoFill Form

Address \*

NCPDP/NABP Number \*

AutoFill Form

City \*

State \*

Zip Code \*

Phone \*

Submit Your Registration

### Complete Application Process

- Complete the Employer section, making sure to complete all required fields
- AutoFill will automatically fill in information from the ID number you've provided

Once all information is entered, click "Submit Your Registration"

Back

Next

**Your Registration is Not Complete**

[Registration Process Tutorial](#)

## Welcome

Based on the User Roles you've chosen, you may be required to submit additional documentation. You will receive an email with instructions and the necessary forms to be submitted. Once all validation documents are met, your registration will be reviewed for approval. Watch your email or log in for status updates.

## Your User Roles

Healthcare Professional

Validation Documents Required

Documentation Received

Physician MD, DO, DPM

[rx\\_mmdch\\_2018-01-08.pdf](#)

Fill out the required form and upload it

## Upload validation documents

Provider MD DO DPM

### Check for Validation Requirements

Once you've submitted your information, a welcome screen will appear that displays the status of your account.

**Account Status** - shown in the upper right corner:

- **Not Complete** - Means further documentation is required. Check the validation requirements in your User Roles section. Information and links to the necessary forms will be provided.
- **Pending Approval** - Means all documentation requirements have been met and the account is awaiting administrator review.

### Validation Requirements

Depending on your role, you may be required to submit additional information. These requirements are displayed under your user roles, including links to necessary forms. You will also receive an email with instructions and the necessary forms to complete.

[Back](#)

[Next](#)

## Welcome

[Registration Process Tutorial](#)

Based on the User Roles you've chosen, you may be required to submit additional documentation. You'll receive an email with instructions and the necessary forms to be submitted. Once all validation documents are met, your registration will be reviewed for approval. Watch your email or log in for status updates.

## Your User Roles

Healthcare Professional

Validation Documents Required

Documentation Received

Physician (MD, DO, DPM)

[n\\_march\\_2015-04-08.pdf](#)

Documents Uploaded

## Upload validation documents

Physician (MD, DO, DPM)



2015-05-12\_11-04-14.png 1 x 2 KB  
Uploaded 35 seconds ago

Delete



+ Add File

### Submitting Validation Documents

Once completed, the forms can be uploaded directly into your PMF AWARE account or mailed to your state office.

Once Documentation is uploaded, the documentation received field will show a green checkmark and state that the documents were uploaded.

Back

Next

**Your Account is Pending Approval**

[Registration Process Tutorial](#)

## Welcome

Based on the User Roles you've chosen, you may be required to submit additional documentation. You will receive an email with instructions and the necessary forms to be submitted. Once all validation documents are met, your registration will be reviewed for approval. Watch your email or log in for state updates.

## Your User Roles

Healthcare Professional

Validation Documents Required

Documentation Received

Physician (MD, DO, DPM)

[rx\\_search\\_2018-04-09.pdf](#)

Documents Uploaded

## Upload validation documents

Physician (MD, DO, DPM)



2018-08-13\_11-04-14.png  
[Introduction to procedures](#)

Delete

### Registration Complete - Pending Approval

Fast Forward

Once all documentation requirements are met, the account status will change to a Pending Approval Status until the state PMP administrator approves the account. You will receive an email stating that your account is active. At that time, use your email and password created during this process to log in and begin using PMP AWARE.

Back

The END.



Comprehensive Controlled Substance Monitoring Program for the West Virginia Board of Pharmacy; Request for Quotation Solicitation Number: CRFQ 0913 PHB1800000001

## Exhibit G

### Appriss Health's Standard AWA<sub>R</sub>x<sub>E</sub> Data Export

animal_name	dispenser_suffix
authorized_refill_count	drug_name
compound_drug	drug_sequence
days_supply	eprescription_order_number
dispensary_address_one	eprescription_reference_number
dispensary_address_two	filled_at
dispensary_chain_site_id	partial_fill
dispensary_city	patient_address_one
dispensary_contact_name	patient_address_two
dispensary_dea_number	patient_birthdate
dispensary_name	patient_city
dispensary_national_provider_id	patient_contact
dispensary_ncdpd_id	patient_contact_subtype
dispensary_phone_number	patient_contact_type
dispensary_postal_code	patient_first_name
dispensary_postal_code_extended	patient_gender
dispensary_state	patient_identification
dispenser_first_name	patient_identification_jurisdiction_code
dispenser_last_name	patient_identification_type
dispenser_middle_name	patient_identifier
dispenser_national_provider_identifier	patient_last_name
dispenser_prefix	patient_location
dispenser_state_license_number	patient_middle_name

patient\_postal\_code  
patient\_postal\_code\_extended  
patient\_prefix  
patient\_state  
patient\_suffix  
payment\_type  
prescriber\_dea\_number  
prescriber\_employer\_name  
prescriber\_first\_name  
prescriber\_institution\_number  
prescriber\_last\_name  
prescriber\_middle\_name  
prescriber\_national\_provider\_id  
prescriber\_state\_license  
prescription\_number  
product\_id  
product\_id\_type quantity  
refill\_number  
rx\_norm\_code  
rx\_norm\_product\_qualifier  
serial\_number  
serial\_number\_jurisdiction  
sold\_at species  
transmission\_form units  
veterinarian\_prescription  
written\_at

The END.

Comprehensive Controlled Substance Monitoring Program for the West Virginia Board of Pharmacy;  
Request for Quotation Solicitation Number: CRFQ 0913 PHB1800000001

## Exhibit H

Appriss Health's PMP AWARe License Agreement

## PMP AWARe LICENSE AGREEMENT

This PMP AWARe™ License Agreement (the "LA") is made as of the latest of the dates below (the "Effective Date"), by and between Appriss, Inc., a Delaware corporation with offices at 10401 Linn Station Road, Suite 200, Louisville, Kentucky 40223, and \_\_\_\_\_, with offices at \_\_\_\_\_ (the "Subscriber").

This Agreement contains terms and conditions that will apply to Subscriber's use of the PMP AWARe Service (AWARe Service).

Subscriber and Appriss agree as follows:

### 1. DEFINITIONS.

"Authorized Personnel" means Subscriber's employees and staff augmentation contractors under Subscriber's direction and control.

"Confidential Information" means non-public information of a party including, without limitation, PMP data, Authorized User data, and the like. Confidential Information of Appriss includes, without limitation, the AWARe Service. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing party; (b) is or becomes generally known to the public without violation of this LA; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by receiving party without reliance in any way on the Confidential Information.

"Documentation" means any user guides and manuals, whether in written or electronic form, provided by Appriss regarding the AWARe Service.

"End Users" means prescribers, dispensers, data submitters, and other end users to whom Subscriber issues User IDs to access or use the AWARe Service to input prescription history information into the AWARe Service and/or to access prescription history.

"Implementation" means services provided by Appriss consisting of Appriss' standard implementation of the AWARe Service based on Appriss' then-current implementation procedures.

"Subscription Order Form" means the order form relating to the provision of the AWARe Service by Appriss to Subscriber that is attached to and incorporated into this LA as Exhibit B.

"AWARe Service" means the online application licensed pursuant to the Subscription Order Form to be used by Subscriber's Authorized Personnel and End Users to record and monitor prescription and drug data as authorized by state law. The AWARe Service licensed pursuant to this LA shall be more specifically identified in the Subscription Order Form.

### 2. LICENSES AND RESTRICTIONS.

(a) **Right to Use AWARe Service.** Appriss grants to Subscriber, during the Term (as defined herein), a limited, non-exclusive, non-transferable, non-sublicensable license to use the AWARe Service for the prescription monitoring program in Subscriber's jurisdiction only and to authorize usage of the AWARe Service by End Users solely for authorized purposes established by Subscriber and as described herein. Subscriber may grant access to Authorized Personnel subject to the terms and conditions of this LA including the usage limitations set forth in the Subscription Order Form. Subscriber acknowledges that all

End Users shall be required to affirmatively agree to the terms of a click-wrap license that is consistent with the terms of this Agreement governing their use of the AWARe Service.

(b) **Restrictions.** Except as expressly authorized herein, Subscriber shall not (i) resell, broker, redistribute, republish, transfer, sublicense, or relicense the AWARe Service; (ii) cause or permit the reverse engineering, disassembly, or de-compilation of the AWARe Service; or (iii) modify or otherwise create any derivative works of or from the AWARe Service. Subscriber will not, and will not permit any Authorized User or third party to (i) allow any access to or use of the AWARe Service by any individual other than Authorized Personnel and End Users; (ii) remove, alter, or obscure any proprietary notices (including, without limitation, any copyright or trademark notices) of Appriss or its licensors from the AWARe Service; (iii) access, use, reproduce, display, copy or use the AWARe Service for the benefit of any person or entity other than for Subscriber's use; (iv) use the AWARe Service for any third-party use including, but not limited to, training, facilities management, time-sharing, service bureau use, or data processing; or (v) attempt to circumvent or render inoperative any usage restriction features contained in the AWARe Service. Any and all rights not expressly granted to Subscriber hereunder are reserved by Appriss. Nothing set forth in this LA is intended to be, or is, a grant to Subscriber of any other intellectual property rights of Appriss. Subscriber shall require that all data that will be uploaded into the AWARe Service is in an Appriss-approved format. Additional professional service fees shall apply if Subscriber requests assistance from Appriss in connection with the conversion of data into an Appriss-approved format, including where Subscriber is migrating to the AWARe Service from a third party vendor or custom software solution and requires a custom data feed.

(c) **Security; Compliance with Law.** Subscriber acknowledges that it is Subscriber's duty to keep secure and hold in the strictest confidence all user identification codes and passwords for the AWARe Service (the "User IDs"). Accordingly, Subscriber agrees to: (i) unless otherwise agreed, prohibit the sharing of User IDs among Authorized Personnel; and (ii) take all commercially reasonable measures to prevent unauthorized access to, or use of, the AWARe Service or the data contained therein, whether the same is in electronic form or hard copy, by any third party. Subscriber agrees that any End User or other third party requesting information from the AWARe Service must use approved interfaces for accessing such information. Subscriber agrees that its and the Authorized Personnel's use of the AWARe Service, including data contained in the AWARe Service, shall be in compliance with all applicable federal, state, and local laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended. Subscriber shall be responsible for the issuance and administration of all User IDs for Authorized Personnel and End Users, including the obligation to limit access by Authorized Personnel and End Users in accordance

with state law. Appriss shall provide its standard AWAxRE Service Documentation to Subscriber in an electronic format.

### 3. MAINTENANCE AND IMPLEMENTATION.

(a) **Maintenance.** Appriss will provide technical support for the AWAxRE Service ("Maintenance"). Maintenance will be provided by Appriss using commercially reasonable efforts and subject to the terms of this Agreement and Appriss' applicable maintenance and support policies as modified by Appriss from time to time following prior written notification to Subscriber.

(b) **Implementation.** Appriss will provide the Implementation using commercially reasonable efforts. Any requests that are beyond the scope of what is described in the Documentation shall be subject to Appriss' then-current change request procedure.

### 4. OWNERSHIP.

(a) "Appriss Property" means all of the following: (i) the AWAxRE Service and the Documentation thereto; (ii) any deliverables and/or work product developed while providing the AWAxRE Service under this LA; and (iii) enhancements, modifications or derivative works to the AWAxRE Service. Subject only to the licenses expressly granted in this LA, as between Appriss and Subscriber, Appriss shall be the sole owner of all intellectual property rights in and to the Appriss Property. Appriss may utilize all ideas, suggestions and feedback, or the like that Subscriber provides to Appriss or otherwise makes with respect to the Appriss Property without any obligation to Subscriber. To the extent that Subscriber has or later obtains any intellectual property rights in and to the Appriss Property, or any future enhancement or modification thereto or any part thereof, by operation of law or otherwise, Subscriber hereby disclaims such rights, and assigns and transfers such rights exclusively to Appriss, and agrees to provide reasonable assistance to Appriss to give effect to such assignment and to protect, enforce and maintain such rights.

(b) Appriss acknowledges that End Users will use the AWAxRE Service to submit prescription history information (the "Prescription History Information"). Appriss acknowledges that End Users may use the AWAxRE Service to request Prescription History Information. Subscriber owns all right, title, and interest in and to the Prescription History Information.

### 5. FEES AND PAYMENT.

(a) **Fees.** The Subscriber shall pay to Appriss the annual license fees in the amounts set forth on the Subscription Order Form (the "Annual Fees"). Subscriber shall also pay any other applicable fees (including any fees for Implementation) and pre-approved expenses specified in the Subscription Order Form. Unless otherwise noted on the Subscription Order Form, the Annual Fees shall be payable in advance and shall be nonrefundable. The Annual Fees, together with any expenses and other fees due and payable under the Subscription Order Form, constitute the "Fees." All Fees are non-cancellable and non-refundable.

(b) **Invoices and Payment.** Appriss will invoice Subscriber for all Fees incurred by Subscriber. Each invoice from Appriss will state the basis for any Fees included therein. Subscriber will pay all amounts set forth on each such invoice in immediately available U.S. funds within thirty (30) days of the date of invoice. In

addition to the payments required hereunder, Subscriber will be responsible and reimburse Appriss for all applicable sales, use, and other taxes, fees, or duties, whether federal, state, or local, however designated, that are levied or imposed by reasons of the transactions contemplated hereby (other than any taxes based on Appriss' net income). All undisputed unpaid fees and late payments will bear interest at a rate of 18% per annum. Appriss may suspend Subscriber's access to the AWAxRE Service in the event of non-payment and/or late payment.

### 6. TERM AND TERMINATION.

(a) **Term.** Subscriber's subscription to the AWAxRE Service will commence on the Effective Date and shall remain in effect for the service term set forth in the Subscription Order Form (the "Initial Term"). Thereafter, Subscriber's subscription to the AWAxRE Service shall automatically renew for successive one (1) year terms (each, a "Renewal Period"), unless notice of non-renewal is given by either party no less than ninety (90) days before the expiration of the Initial Period or then-current Renewal Period. The Initial Term together with all applicable Renewal Periods shall be the "Term."

(b) **Termination by Appriss.** In addition to any other remedy available to Appriss under this LA, Appriss may terminate this LA and/or Subscriber's subscription to the AWAxRE Service (in whole or in part) if Subscriber commits a material breach and fails to cure such breach within thirty (30) days of receiving written notice from Appriss. This LA will automatically terminate in the event that either party becomes insolvent, admits its inability to pay its debts in writing, or ceases to carry on the business for which AWAxRE service is used. Provisions hereof relating to limits on liability, indemnification, license to use Prescription History Information, payment for the AWAxRE Service, audits, and disclaimers of warranties shall survive the termination of this LA.

(c) **Early Termination by Subscriber.** Subscriber may terminate its license for convenience at any time during the Term upon at least ninety (90) days prior written notice. Upon such termination, Subscriber shall pay to Appriss, on or prior to the effective date of termination, the early termination amount set forth in the Subscription Order Form. The early termination amount set forth in the Subscription Order Form is the best estimate of the parties as to the damages that Appriss will suffer in the event of early termination and is not intended as a penalty.

(d) **Effects of Termination.** Immediately upon the effective date of the termination of this LA for any reason, all of Subscriber's rights granted hereunder will cease to exist. Subscriber will, at Appriss' sole discretion, return to Appriss or destroy the Documentation and all copies thereof and certify in writing Subscriber's compliance with such obligation. Within thirty (30) days of termination of this Agreement, Appriss will provide Subscriber with a pipe delimited file containing the Prescription History Information and other files as agreed by the parties. Following Subscriber's confirmation of receipt and extraction of data from such file, Appriss will provide certification that it has destroyed all Prescription History Information and other files in its possession. Additional professional service fees shall apply if Subscriber requests assistance from Appriss in connection with extraction of Prescription History Information.

### 7. WARRANTIES; DISCLAIMER.

(a) Appriss warrants that the AWA<sub>R</sub>x<sub>E</sub> Service will perform in accordance with the Documentation (the "Application Warranty") for a period of three (3) months following the start of Implementation (the "Application Warranty Period"). Subscriber must notify Appriss in writing of any claim under the Application Warranty prior to the end of the Application Warranty Period (the "Application Warranty Notice"). Appriss' sole obligation under the Application Warranty shall be to provide corrections of, or avoidance procedures for, the defect identified in the Application Warranty Notice.

(b) Appriss warrants that the Implementation will be performed in a workmanlike manner consistent with generally accepted industry standards (the "Implementation Warranty"). Written notice of any claim under the Implementation Warranty must be made within thirty (30) calendar days of completion of the specific services which Subscriber alleges were not performed consistent with the Implementation Warranty. Appriss' sole obligation under the Implementation Warranty shall be to re-perform the specific services which were not as warranted.

(c) THE AWA<sub>R</sub>x<sub>E</sub> SERVICE, THE IMPLEMENTATION, THE MAINTENANCE, AND ALL RESULTS DERIVED THEREFROM, ARE PROVIDED TO SUBSCRIBER AND AUTHORIZED PERSONNEL STRICTLY "AS IS," AND APPRISS AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE AWA<sub>R</sub>x<sub>E</sub> SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY, ACCURACY OF RESULTS OR INFORMATION, WHETHER EXPRESS, IMPLIED OR STATUTORY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPRISS, ITS EMPLOYEES OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. APPRISS DOES NOT WARRANT THAT: (a) THE AWA<sub>R</sub>x<sub>E</sub> SERVICE WILL OPERATE UNINTERRUPTED; (b) ALL AWA<sub>R</sub>x<sub>E</sub> SERVICE ERRORS CAN BE CORRECTED; (c) THE APPLICATIONS CONTAINED IN THE AWA<sub>R</sub>x<sub>E</sub> SERVICE ARE DESIGNED TO MEET ALL OF SUBSCRIBER'S BUSINESS REQUIREMENTS; OR (d) THE INFORMATION OR DATA PROVIDED BY APPRISS IS ACCURATE OR ERROR-FREE. SUBSCRIBER ACKNOWLEDGES THAT IT HAS ASSESSED FOR ITSELF THE SUITABILITY OF THE AWA<sub>R</sub>x<sub>E</sub> SERVICE FOR ITS REQUIREMENTS.

(d) NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRESCRIPTION HISTORY INFORMATION SUBMITTED BY AUTHORIZED PERSONNEL.

## 8. INDEMNIFICATION.

(a) Indemnification by Appriss. Appriss will indemnify and defend Subscriber from and against damages, losses, expenses, and costs arising as a direct result of all claims, suits or proceedings brought by any third party to the extent any such claim, suit or proceeding alleges that the AWA<sub>R</sub>x<sub>E</sub> Service, when used in accordance with this LA during the Term, infringe any U.S. copyrights or misappropriate any trade secrets (any such claim, suit or proceeding, a "Claim"). If the AWA<sub>R</sub>x<sub>E</sub> Service (or any portion thereof) become, or in Appriss' opinion are likely to

become, the subject of a Claim, then Appriss may, at Appriss' option and expense, either: (i) procure for Subscriber the right to continue exercising the rights licensed to Subscriber in this LA, (ii) replace or modify the AWA<sub>R</sub>x<sub>E</sub> Service (or portion thereof) so that the AWA<sub>R</sub>x<sub>E</sub> Service (or such portion thereof) become non-infringing, or (iii) terminate this LA by written notice to Subscriber and refund any prepaid Fees not earned by Appriss as of the date of termination. Notwithstanding the foregoing, Appriss will have no obligation under this LA or otherwise with respect to any Claim based upon: (A) any unauthorized use, reproduction, or distribution of the AWA<sub>R</sub>x<sub>E</sub> Service; (B) any access, use, reproduction, or distribution of the AWA<sub>R</sub>x<sub>E</sub> Service after Appriss provides Subscriber with written notice that such access, use, reproduction or distribution has been prohibited or superseded or may be infringing on a third party's intellectual property rights; or (C) any modification of the AWA<sub>R</sub>x<sub>E</sub> Service by any person other than Appriss or its licensors, suppliers, authorized agents or contractors. This Section 8(a) states Appriss' entire liability and Subscriber's sole and exclusive remedy for infringement claims and actions.

(b) Indemnification Procedures. As a condition of the foregoing indemnification obligations, Subscriber will (i) promptly notify Appriss of any indemnifiable Claim; (ii) give Appriss sole control over the defense and settlement of such Claim; and (iii) provide reasonable cooperation and assistance to Appriss in conducting its defense, at Appriss' expense; provided, however, that Subscriber may participate in the defense at its expense and Subscriber's advance written approval is required for any settlement that (A) imposes any obligation of payment on Subscriber, (B) does not unconditionally release indemnified party, or (C) requires any binding admission made on behalf of Subscriber.

## 9. LIMITATIONS ON LIABILITY.

(a) EXCEPT FOR CLAIMS ARISING OUT OF (A) BREACH OF CONFIDENTIALITY; (B) BREACH OF APPRISS' INTELLECTUAL PROPERTY RIGHTS; OR (C) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT FOR CLAIMS ARISING OUT OF (A) BREACH OF CONFIDENTIALITY; (B) BREACH OF APPRISS' INTELLECTUAL PROPERTY RIGHTS; OR (C) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY SUBSCRIBER TO APPRISS UNDER THIS LA.

10. FOR U. S. GOVERNMENT END USERS. The AWA<sub>R</sub>x<sub>E</sub> Service was developed at private expense and is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users

acquire the AWAxRxE Service with only those limited rights set forth therein.

11. **THIRD PARTY LICENSORS AS THIRD PARTY BENEFICIARIES.** Subscriber acknowledges and agrees that certain rights licensed and certain services provided to Subscriber under this LA may be subject to rights held by third party providers (the "Third Party Licensors"). Subscriber acknowledges and agrees that any such Third Party Licensor shall be a third party beneficiary under this LA and may, with Appriss or independently, bring an action directly against Subscriber in the event of a breach by Subscriber of this LA or otherwise enforce on its own behalf and for its own benefit the terms and conditions of this LA in so far as they affect the right of such Third Party Licensor.

12. **EXPORT CONTROL NOTICE.** Subscriber acknowledges the AWAxRxE Service, or any part thereof, is being released or transferred to Subscriber in the United States and is therefore subject to United States export control laws. Subscriber acknowledges its exclusive obligation to ensure that its exports are in compliance with all applicable export control laws. Subscriber shall defend, indemnify, and hold Appriss and its licensors harmless from and against any and all claims, judgments, awards, and costs (including Subscriber's noncompliance with applicable export laws with respect to the use or transfer of the AWAxRxE Service outside the United States by Subscriber or the Authorized Personnel.

13. **RELATIONSHIP OF THE PARTIES; PUBLICITY.** Subscriber and Appriss are independent contractors of one another. Neither party shall at any time represent that they are authorized agents or representatives of one another. Appriss may, upon notice to Subscriber, issue press releases relating to Subscriber's status as a subscriber of the AWAxRxE Service and display Subscriber's name in Appriss's customer lists.

14. **AUDIT.** Appriss will maintain books and records applicable to its performance under this Agreement. Subscriber shall have the right during the term of this Agreement, at Subscriber's expense (including for hours expended by Appriss in connection therewith) and upon reasonable written notice and during normal business hours and subject to Appriss' security policies, to audit and inspect such books and records of Appriss in order to verify compliance with the terms of this Agreement. Audits will be made no more than once in any twelve (12) month period.

15. **FORCE MAJEURE.** Excluding Subscriber's payment obligations, neither party shall be responsible for any delay or failure in performance resulting from occurrences beyond its reasonable control, including acts of God, war, terrorism, riot or other civil disturbance, outages of electrical, telecommunications

or computer server hosting services, acts of government, labor strikes, or lockouts.

16. **CONFIDENTIALITY.** Each party may furnish the other party with Confidential Information. The parties agree that, during the Term and thereafter, each party shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party (except as expressly contemplated by this LA), or (b) utilize Confidential Information for any purpose, except as expressly contemplated by this LA or authorized in writing by the other party. Subscriber will limit the disclosure of Appriss' Confidential Information, to Authorized Personnel with a need-to-know. Subscriber shall be liable for any breach of the confidentiality obligations herein by any Authorized User or any third party to whom Subscriber discloses Appriss' Confidential Information.

17. **GENERAL.** This LA may be executed in counterparts and/or by facsimile, each of which shall constitute an original together its Exhibits and attachments, constitute a single document and agreement. This LA will be governed by the laws of the state in which Subscriber is located based on Subscriber's address above, without regard to or application of conflicts of law rules. The parties explicitly disclaim the application of the UN Convention on the Sale of Goods. If any provision of this LA is held to be unenforceable, that provision will be reformed in order to comply with the law and to the extent possible give effect to the original intent and economic impact of the original provision, and the remaining provisions will remain in full force. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter, nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. No rights or obligations of Subscriber under this LA, may be assigned, delegated or transferred by either party (in whole or in part and including by sale, merger, or operation of law) without the prior written approval of other party. This LA, together with all Exhibits and attachments, comprise the complete and exclusive statement of the agreement between the parties, and shall supersede any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter hereof. This LA will not be modified except by a subsequently dated written instrument signed by both parties by their duly authorized representatives. This LA shall control over any inconsistent provision contained in any purchase order or other documentation submitted by Subscriber in connection herewith, except for those terms accepted by Appriss in writing.

[SUBSCRIBER NAME]

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

Printed Name: \_\_\_\_\_

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

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

APPRISS INC.

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

Printed Name: \_\_\_\_\_

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

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

**Exhibit A  
Service Level Standards**

This Exhibit describes the service levels offered by Appriss for the PMP AWARE Service.

**I. AVAILABILITY**

**Availability Target.** Appriss will target an availability metric of ninety-nine and five tenths percent (99.5%) of uptime in a calendar month, as measured by the number of actual hours available (excluding agreed upon or excused downtime) as a percentage of total hours (the "Availability Target"). Appriss uses the following formula to determine availability:

$$100 - (\text{Aggregated Unpermitted Downtime} \div \text{Aggregate Monthly Minutes}) = \text{Availability}$$

"Aggregated Unpermitted Downtime" is the number of minutes of downtime during the month other than Excluded Downtime.

"Aggregate Monthly Minutes" means the aggregate number of minutes within the month.

"Excluded Downtime" means downtime caused by any of the following:

- (a) Appriss scheduled maintenance, when Subscriber is provided with advanced notice of no less than one business day;
- (b) Appriss' standard weekly maintenance window from 4:00am to 6:00am Eastern Time each Wednesday (Appriss reserves the right to change its standard weekly maintenance window at any time upon reasonable advance notice to Subscriber);
- (c) any Subscriber circuits or equipment;
- (d) Subscriber's applications or equipment, (including, but not limited to HTML, JAVA, JAVA SCRIPT, Active Server Pages, Perl, CGI, or Coldfusion);
- (e) acts or omissions of Subscriber;
- (f) Force Majeure Events; or
- (g) Unavailability of state PMPs or PMP Data or systems used to access PMP Data, or Third Party Materials.

**II. REQUESTS FOR SUPPORT**

**Support Requests.** Appriss will provide support to Subscriber's users, including System Administrators. Support will be provided on a 24 hours, 7 days a week, 365 days a year basis through the Appriss Customer First Center (CFC). Support may be requested by Subscriber's users via email phone as described in Appriss' support policies. Appriss will target to respond to each request for support based on the priority level assigned to the matter as described in the following table:

Priority Level	Description	Response Time* Target (Business Hours from creation of service ticket by CFC)
1	The PMP AWARE Service is non-operational or users cannot access the system, or the functionality is significantly decreased or back up or other security of data can no longer be performed. The defect affects mission-critical functions or information in the production environment and may include, but not be limited to, data loss or corruption, system crash or missing major functionality. This may include any defect related to system availability, overall data integrity, or ability to serve the Subscriber.	1
2	The PMP AWARE Service is operational with functional limitations or restrictions but there is minimal business impact. Under a Priority 2, the defect will have a large impact on the functionality of the application, but does not require immediate release into the production environment. This defect allows continued use of the application, but there is a known compatibility or operability disruptions with no known Subscriber acceptable work-around or missing minor functionality.	2



3	The PMP AWARE Service is operational with functional limitations or restrictions that are not critical to the overall system operation, and the defect has a moderate impact on the functionality of the application. However, the application remains usable by all groups. A functional error exists for which there is a Subscriber acceptable workaround. Failures assigned this priority level cause no delays in production.	8
4	The PMP AWARE Service is operational with problems or errors, which have little impact on system operations. Priority 4 shall include, but are not be limited to, documentation errors. Priority 4 defects have a minor or cosmetic error in the functionality of the application in a production environment. Defect has no impact on the ability to execute a production application however. Failures assigned this priority level cause no delays in production.	24

**\*Response Time means acknowledgment by Appriss of receipt of the reported issue.**

**Exhibit B  
SUBSCRIPTION ORDER FORM**

<b>SUBSCRIBER INFORMATION</b>	
Name: [subscriber legal entity name]	Phone:
Address: [subscriber address]	Fax:
Contact Name and Title:	E-Mail:

<b>SUBSCRIBER ACCOUNTS PAYABLE INFORMATION</b>	
A/P Contact Name:	Phone:
Billing Address: [subscriber address]	Fax:
	E-Mail:

Product	Unit Fee	Number of Units Licensed	Initial Term
PMP AWARE Annual Subscription Fee	\$91,000	1 year	1 year

**Additional Terms:**

- An hourly rate of \$150/hour will apply to all professional service work.

## Exhibit I

### Legal Exceptions to Terms and Conditions

Appriss Health has included comments to the WVBOP terms and conditions as follows:

- Section 11: Appriss Health requests to remove this section.
- Section 28: Appriss Health has included red line comments.
- Section 31: Appriss Health has included red line comments.

See below for details.

~~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.~~

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; and (b) ~~be merchantable and fit for the purpose intended,~~ and (c) be free from defect in material and workmanship.

31. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that, except as agreed upon by the parties, 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>.

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Appriss

Address: 10401 Linn Station Road

Contracting business entity's authorized agent: Bob Cohen, President

Address: 10401 Linn Station Road

Number or title of contract: CRFQ 0913 PHB1800000001

Type or description of contract: Comprehensive Controlled Substance Monitoring Program

Governmental agency awarding contract: West Virginia Board of Pharmacy

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: [Signature] Date Signed: 8/01/17

Check here if this is a Supplemental Disclosure.

Verification

State of Kentucky, County of Jefferson:

I, Bob Cohen, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 1<sup>st</sup> day of August, 2017.

[Signature]  
Notary Public's Signature

CRYSTAL L. RAMSEY  
NOTARY PUBLIC  
Kentucky, State At Large  
ID # 556392  
My Commission Expires 6/4/2020

To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_