



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

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

RECEIVED

2020 JUL -8 PM 12: 48

WV PURCHASING
 DIVISION

Proc Folder: 734930

Doc Description: Addendum 1-Peer Assistant Program for the Pharmacy Board

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-06	2020-07-09 13:30:00	CRFQ 0913 PHB2000000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

WV Pharmacists Recovery Network Inc.
 PO Box 4944
 Charleston, WV 25364
 (304)533-6844

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

FEIN # 200518113

DATE 07/06/2020

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

ADDITIONAL INFORMATION:

Addendum No. 01

Addendum No. 01 is being issued to address all technical questions received.

No other changes.

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	PEER TO PEER INTERVENTION AND REFERRAL SERVICE	12	MO	5900.00	70800.00

Comm Code	Manufacturer	Specification	Model #
93131705			

Extended Description :

PEER ASSISTANT PROGRAM TO IDENTIFY, ASSIST & MONITOR PHARMACISTS, INTERNS & TECHNICIANS W/DEPENDENCY per the attached Exhibit A Pricing Page.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Deadline at 9:00 AM (EST)	20-07-01

PHB200000001	Document Phase Final	Document Description Addendum 1-Peer Assistant Program for the Pharmacy Board	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	PEER TO PEER INTERVENTION AND REFERRAL SERVICE	12.000	MO	5900.00	70,800.00

Comm Code	Manufacturer	Specification	Model #
93131705			

Extended Description :

PEER ASSISTANT PROGRAM TO IDENTIFY, ASSIST & MONITOR PHARMACISTS, INTERNS & TECHNICIANS WDEPENDENCY per the attached Exhibit A Pricing Page.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Deadline at 9:00 AM (EST)	20-07-01

SOLICITATION NUMBER: CRFQ PHB2000000001

Addendum Number:

No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

1. The purpose of this addendum is to address all technical questions received.

No other Changes.

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ PHB2000000001

Technical Questions

Q: I had a question about the insurance requirements for the above mentioned contract. It states: Professional/Malpractice/Errors and Omission Insurance in at least an amount of: 1,000,000 per occurrence. We do not currently treat any clients in our program, we do not diagnose, only refer individuals to treatment and monitor, so that type of insurance has never been a requirement in the past from the agency (I do not think since we do not treat at all that we could even get that type of coverage). We have always carried general liability for 1 million per occurrence through the state since 2004. I believe this may of just been an oversight, if it turns out that is not the case we will endeavor to remedy that for the contract. We can certainly investigate procuring that type of insurance, but I am not sure the agency would need to require it. If you could just let me know that would be much appreciated.

A: Insurance requirements have been revised to \$1 million per occurrence (General Commercial Liability) Please see attached revised terms and conditions.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFO 0913 PHB200000001

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

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

Addendum Numbers Received:


(Check the box next to each addendum received)

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

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

WV Pharmacists Recovery Network Corp.

Company



Authorized Signature

07/06/2020

Date

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

WEST VIRGINIA PHARMACISTS RECOVERY NETWORK

*Response to Request for Quotation for Peer Assistance
Program for the WV Board of Pharmacy*

CRFQ 0913 PHB2000000001

Gary M. Brown, Executive
Director 07/01/2020



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WEST VIRGINIA PHARMACIST RECOVERY NETWORK
PO Box 4944, Charleston, WV 25364
(304)533-6844 Fax (606)832-0077
"Saving patients, pharmacists and families one day at a time"

Gary M. Brown
WV Pharmacists Recovery Network Inc.
PO Box 4944
Charleston, WV 25364
June 28, 2020

Ms. Jessica Chambers
WV Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Ms. Chambers:

The WV Pharmacists Recovery Network is pleased to respond to this request for quotation for the Peer Assistance Program for the Board of Pharmacy. We have been fortunate to provide this service to the Board Of Pharmacy since 2004 which has enabled us to make a difference in hundreds of health professional's lives. The WV Pharmacists Recovery Network has been in existence longer than any other impaired practitioner program in WV. During that time we have helped hundreds of pharmacists, pharmacy interns, technicians, dentists, dental hygienists, dental assistants, and nurses get back on the path to wellness and recovery from substance use or mental health disorders. We currently have an integrated program that also takes care of all pharmacy, dental, and a portion of paramedic/EMT professionals in the state. We feel the advantages of an integrated program for multiple professions are: decreased cost with one staff managing multiple professions, and increased influence in the treatment community based on representing an increased number of professionals from more than one field. An important part of what we do is based on establishing relationships with treatment providers and others in the Recovery community. This practice has led to more competitive pricing for treatment, drug screening services, and most times immediate access to required treatment in many cases for our clients. We also offer support to client's by advocating for them to their respective boards or in the legal arena regarding progress and compliance if necessary.

We also are actively engaged in providing this same assistance to any other interested regulatory boards in our state.

Over the course of the last 4 years the PRN has accomplished several milestones as a program:

- Since 2016, program participation grew by over 50% in the WVPRN program.
- Partnered with WV Restore contract successfully completed four SUD/Addiction conferences in Charleston and Morgantown.
- Overall PRN program success rate is over 90%
- Recognized in 2019 as being in the top 3 alternative-to-discipline programs in the nation in accurate record keeping/statistics.
- Rebuilt WV Restore contract website.
- Enabled GPS meeting tracking/mobile testing check ins. Via Recovery Trek In 2017 to further ensure compliance.
- Updated all Recovery Trek case management software.
- Rebuilt WVPRN and WVDRN Websites.

We plan on staffing to meet these requirements in the CRFQ by using current staff. Our staff will consist of the following individuals:

Gary M. Brown Rph- Executive Director: WV Pharmacists Recovery Network/WV Dental Recovery Network. Mr. Brown has 9 years of experience in managing professional clients in recovery.

James Bennett- Mr. Bennet has extensive credentials including MA (Master of Arts) in clinical psychology, LPC (Licensed professional counselor), NCC (Nationally Certified counselor), LSW (Licensed Social Worker), and MAC (Master addiction counselor). He has over 20 years of experience treating professionals with substance use disorders.

Susan Jarvis- Ms. Jarvis has a degree in education, and an abundance of experience/information regarding health and wellness. She has worked as an administrative assistant and case manager to the WVPRN for the last 11 years. She will function as a part time case manager/administrative assistant.

Thank you for your time and consideration in this matter

Sincerely,



Gary M. Brown, Rph

Director, WVPRN/WVDRN

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

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 contract for a peer recovery network for individual pharmacist, pharmacy technician, and intern licensees and registrants of the Board, otherwise referred to as the West Virginia Pharmacist Recovery Network per West Virginia Code of State Rules §§ 15-10-1, et seq., which rules are attached hereto as Attachment B.

Operating Environment: The West Virginia Legislature has assigned the primary responsibility for enforcing the provisions of the laws pertaining to the practice of pharmacy and the distribution and use of drugs to the WVBOP to insure minimum standards of competency, and to protect the public health, safety and welfare. The WVBOP recognizes that fitness to practice pharmacy can be compromised by substance abuse/dependence, alcohol, or psychiatric impairment. Such a compromise has a direct impact upon the health, safety, and welfare of the public served by licensees and registrants of the Board. Pursuant to West Virginia Code § 30-5-7(a)(14) and (15), attached hereto as Attachment C, the Board has rulemaking authority to govern agreements with organizations to form pharmacist recovery networks, and to create an alcohol or chemical dependency treatment program. Therefore, the Board promulgated rules in Title 15, Series 10 of the West Virginia Code of State Rules (Attachment B) to provide for guidelines and requirements for the operation of a pharmacist recovery network in West Virginia, to establish a peer-to-peer recovery network to assist impaired individual licensees of the Board.



WVPRN was created in 2004 with members appointed by WVBC to specifically meet this need.

Rule § 15-10-13 provides a mechanism for the Board to assess fees of pharmacists, interns, and pharmacy technicians licensed by the Board to generate revenue dedicated to the operation of the WVPRN. With funding in place to continue to provide for this vital peer-to-peer service to assist impaired licensees in the ongoing effort to protect the public, the Board desires to enter into a contract for services with the WVPRN.

- 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 the operation of a pharmacist recovery network in West Virginia, to establish a peer-to-peer recovery network to assist impaired individual licensees of the Board, as more fully described in these specifications.
 - 2.2 “Pricing Page”** means the pages, contained in 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.

Revised 05/20/2020

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

2.4 “WVBOP” means the West Virginia Board of Pharmacy

2.5 “West Virginia Pharmacist Recovery Network (WVPRN)” means the program established by agreements between special impaired pharmacist peer review organizations and the Board.

2.6 “Committee” means the Board of Directors established to function as a supervisory and advisory body to the Program.

2.7 “PRN” means the Pharmacist Recovery Network

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. The WVPRN must be an entity established for the purpose of providing peer-to-peer programs and assistance for West Virginia licensed pharmacists, pharmacy students, pharmacy interns and pharmacy technicians who have substance abuse/dependence, or who are impaired by alcohol, drugs or psychological circumstance. In order for this to be a true peer organization, the WVPRN must be governed by an independent board of directors comprised of a minimum of 5 pharmacists actively licensed to practice pharmacist care in West Virginia, and may also include one or more pharmacy technicians and interns actively licensed or registered in West Virginia.



WVPRN created in 2004, meets ALL of these criteria, documentation provided

3.2. Have an administrator or clinical director (referred to in Rule § 15-10-2.2, Attachment B, as the “executive director”) selected by the WVPRN Committee to administer the WVPRN.



3.3. Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor’s past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.



Resumes attached

4. MANDATORY REQUIREMENTS:

Revised 05/20/2020

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below. The WVPRN Vendor will agree to provide:

- 4.1.1 Identification of pharmacy professionals who may have Substance abuse/Mental health difficulties that would impair them from practice.
- 4.1.2 Investigation of individuals who may (or may not) have the above mentioned issues, with intervention if the evidence of impairment from these conditions does in fact exist.
- 4.1.3 Maintain an independent board of pharmacy professionals that makes decisions regarding the assessment, treatment, and (if possible) re-employment of these individuals in the practice of pharmacy.
- 4.1.4 Provide services for assessment of affected individuals to determine the level of care required and then tailor a treatment plan to meet the needs of the individual and ensure remission before re-entering into practice.
- 4.1.5 Provide education at pharmacy schools to increase awareness of substance-use-disorder in the profession of pharmacy and to encourage early identification and treatment of at risk individuals.
- 4.1.6 Provide continuing education on the subjects of PRN programs and the phenomenon of addiction in the profession of pharmacy.
- 4.1.7 Following treatment of affected individuals, provide after-care services and monitoring contracts, consisting of components determined by the PRN as necessary on a case-by-case basis per its contracts with the affected individuals, and including such items as drug screening, individual meetings and conferences, follow-up with treaters, restricting practice areas based upon abilities and status of recovery, job-monitoring, and other things within the purview and expertise of the PRN program.
- 4.1.8 Provide 24 hour per day/7 day per week real-time monitoring of individuals under contract to ensure compliance with contract conditions.
- 4.1.9 Maintain a random drug screen program to ensure client adherence to contract



WVPRN currently meets all requirements in sections 4.1.1 thru 4.1.15. document -ations can be provided.

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

- 4.1.10 Monitor clients participation in counseling sessions and AA/NA meetings to ensure compliance
- 4.1.11 Collaborate with the WV Board of Pharmacy when required to discuss client cases, review yearly budgets, or occasionally to assist in investigations.
- 4.1.12 Vendor shall provide at least one phone/fax line at its offices for general communication for purposes of its business.
- 4.1.13 Vendor shall provide a web site for the duration of the contract to provide information about the PRN, its services, and how to come under its care. Vendor must have the website set up and available within 30 days of awarding of a contract per this solicitation.
- 4.1.14 Comply with all requirements in West Virginia Code of State Rules Title 15, Series 10, Attachment B, applicable to the WVPRN.
- 4.1.15 Vendor will include in their bid the cost of optional Annual renewals for years 2, 3 and 4. These optional Annual renewals will be initiated by agency request with vendor approval and processed under the authorized under the authority of the Purchasing Division.

5. CONTRACT AWARD:

5.1 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.



Understood

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.

5.2 Pricing Page: Vendor should complete the Pricing Page by entering its bid amounts for the "Unit Cost" and "Extended (Annual) Cost" for the initial term of the contract, and for the optional renewal terms, and then entering the "Total Bid Amount". The Unit Cost is the monthly cost that will be billed to the agency; the Extended (Annual) Cost is the total annual cost of the contract, which must equal the product of the Unit Cost multiplied by 12. The Total Bid Amount must equal the sum of amounts entered for the Extended (Annual) Cost of the initial contract term plus the optional renewal







Understood

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

terms. 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: Jessica.S.Chambers@wv.gov.

Pricing
Page
include

6. **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. 
7. **PAYMENT:** Agency shall pay a flat fee, payable in installments, 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. 
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. 
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required: 

Not applicable
currently but
understood

 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

10. VENDOR DEFAULT:


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

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

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

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

10.1.4. Failure to remedy deficient performance upon request.


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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. 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. 

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

Contract Manager: Gary M. Brown

Telephone Number: (304)533-6844

Fax Number: (606)832-0077

Email Address: mbrown@wvprn.com

**EXHIBIT A- Pricing Page for Peer-to Peer Intervention and Referral Services
for substance abuse or mental health issues**

Description	Unit of Measure	Unit Cost	Quantity	Extended (Annual) Cost
Peer-to-Peer Intervention and Referral Services	Month	5900.00	12	70,800.00
Optional Year One Renewal	Month	6100.00	12	73,200.00
Optional Year Two Renewal	Month	6300.00	12	75,600.00
Optional Year Three Renewal	Month	6600.00	12	79,200.00
Optional Year Four Renewal	Month	6600.00	12	79,200.00
Total Bid Amount				378,000.00

Contract will be evaluated on all lines but **only awarded on first year**.
Optional Renewals 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 Pharmacist Recovery Network Staff Overview

Background of organization/staff

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

GARY M. BROWN RPH, EXECUTIVE DIRECTOR

- Mr. Brown has been Executive Director for the WV Pharmacists Recovery Network for the last 9 years. During this time the number of clients enrolled in the program has grown from less than 20 to more than 100, this has occurred because of expansion into other professional groups. Mr. Brown brokered an agreement with the WV Board of Dentistry, and ran the WV Nurse program over the last four years to facilitate this growth, the goal is to enable the program to help more health professionals with this problem. He also functions as a special investigator for the WV Board of Pharmacy. He also has past experience designing quality assurance programs in retail pharmacy practice.

JAMES BENNETT, COUNSELING CONSULTANT/PROGRAM CONSULTANT

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

SUSAN JARVIS, CHIEF FINANCIAL OFFICER/ADMINISTRATIVE ASSISTANT

- Ms. Jarvis has a bachelors of science in education. She is well versed on issue of health and wellness, and has long experience working in the PRN She previously worked in the University of Charleston's school of pharmacy's office for research and development, where she helped coordinate grant procurement for the department and ensured timely compliance with the grant procedures. She has been administrative assistant to the WV Pharmacist Recovery Network for the last 11 years, where she has assisted the program in all clerical areas including report preparation, monitoring duties, administrative tasks, and also case management. She will be currently working on a part time basis.



The West Virginia Pharmacist Recovery Network



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

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

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

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LEGACY WEBSITE-WILL BE UPDATED THIS MONTH TO NEW BUILD



Select Page



MEET THE BOARD

Executive Director:

Mike Brown, Rph

Chief Financial Officer/Administrative Specialist:

Susan Jarvis

WVPRN Board of Directors

President:

Elaine Loizos, Rph

Treasurer:

Aaron Sturgeon, Rph

Pharmacist Representatives:

Brian Hancock, Rph

Monte Hoffman, Rph

Janet Walcott, Rph

Becky Bennett, Rph

Dental Representatives:

Thomas Honaker DDS

Melissa Zaczyk RDH

Secretary:

Barbie Covelli Rph

Student Representatives:

Stephanie Lytle West Virginia University
TBD, Marshall University
Zahary Long, University of Charleston

Technician Representative:

Clayton Pishner



WVPRN - PO Box 4944 - Charleston, WV 25364 Phone: 304.533.6844

Executive Director: **Mike Brown RPH** Chief Financial Officer/Administrative Specialist:
Susan Jarvis

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PAGE FROM NEW WEBSITE BUILD WILL GO LIVE END OF JULY 2020

Mike Brown, Registered Pharmacist

Pharmacist/Executive Director

Experienced Executive Director for the last eight years of the WV Pharmacists Recovery Network. Some milestones during that time include:

- Took over the PRN in 2011 with a total of 11 clients, increased the number of participants in the program by 2014 to over 30 by providing more grass roots education about SUD and the PRN to colleges and local pharmacy conferences.
- In 2014 helped the WV Board of Dentistry write the legislative code necessary to establish an ATD program in the state and began contract services for the profession of dentistry as well.
- Obtained the contract for the WV Restore program in 2016 to take care of WV Registered Nurses.
- In 2016 assisted WV Board of Pharmacy write amendments to code to modify licensure requirements for pharmacists regarding felony convictions.
- Created menus/layout/content for new WVR website in 2018, including menu/dropdown design and periodic updating with Microsoft Sharepoint
- Currently pharmacy and dentist programs have over and 85% success rate with less than 5% recidivism.
- Experience with state and federal OIG processes, Drug Enforcement Administration Waivers. Currently working on 3 grant submissions for potential client funding for treatment/evaluations, expanded Health Professional Group options, and SUD/ATD education to other WV Professional Boards.



Work History

**2012-02 -
Current**

Executive Director

WV Pharmacist Recovery Network, Charleston, United States

- Currently responsible for all day to day operations of alternative to discipline monitoring programs for WV Pharmacists and Dentists.
- Coordinate pharmacy investigations when necessary.
- Refer clients to appropriate treatment and



Contact

Address

228 Lakeside Drive
Jenkins, KY, 41537

Phone

(304) 533-6844

E-mail

mbrown@wvprn.com

monitoring according to current program policies and Procedures.

- Submit quarterly and yearly summaries and reports to Professional boards including quarterly performance measures.
- Currently serve 35 participants in those programs.
- Operated all programs within budget since taking over programs in 2011.


2016-10 -
Current

Relief Pharmacist

Medicine Cabinet Pharmacy/Broadway Clinic Pharmacy, Kermit, WV


- Perform pharmacy work on as needed basis.
- Approximately 10-15 days per year.


Skills

Customer service, education, and counseling
 Excellent

Quality Assurance and Control
 Excellent


Loss prevention controls
 Excellent

Report compilation
 Excellent

Policy and procedure adherence
 Excellent

Budgeting
 Good

Event planning
 Good

Grant writing
 Average

Education
 Very Good

Confidentiality and HIPAA
 Excellent

Staff Management
 Very Good

Education

1993-08 -
1998-05

Bachelor of Science: Pharmacy

West Virginia University - Morgantown, WV

- Graduated magna cum laude
- Recipient of Harless Mentor Community Service Scholarship for 4 years.

Software

Adobe DC
 Very Good

Microsoft Word
 Very Good

Excel
 Good

Microsoft Sharepoint
 Good

Susan Jarvis

Address Charleston, WV, 25302

Phone (304) 552-7831

E-mail sjarvis0508@gmail.com

Capable Administrative Consultant proficient in best practices, leadership strategies and employee motivation to boost productivity and job performance. Well-coordinated in addressing problems, investigating root causes and implementing successful resolutions. Talented professional considered knowledgeable leader and dedicated problem solver. Brings 19 years of valuable expertise to Administrative Consultant role.

Skills

Microsoft Word/Excel/Money/Outlook

Adobe

Power Point

Internet

Payroll

Scheduling

General Clerical Duties/Fax, Multi-line Telephone

Strong Organizational and time management skills



Work History

2020-03 - Current

Independent Consultant, District Manager

Arbonne International, Charleston, WV

Susanjarvis.arbonne.com

2017-02 - Current

Non-Certified Substitute Teacher

Sacred Heart Grade School / Charleston Catholic HS, Charleston, WV

Serve as a non-certified substitute teacher as needed

Also work in the office at Sacred Heart as needed assisting students.

2011-03 - Current

Administrative Consultant / CFO

West Virginia Pharmacist Recovery Network, Charleston, WV

Manage finances with Microsoft Money

Keep minutes for board meetings

Payroll

Assist Director as needed

2016-12 - 2019-12

Case Manager/Administrative Consultant/CFO

WV Restore, Charleston, WV

Managed finances with Microsoft Money
Assisted in planning annual WVR Conference
Case Manager
Accounts Payable

2010-05 - 2016-05

Non-Certified Substitute Teacher

Kanawha County Schools, Charleston, WV

Serve as a non-certified substitute teacher as needed.

2006-10 - 2010-11

Administrative Assistant

University Of Charleston School Of Pharmacy, Charleston, WV

Manage departmental budget
Organize and monitor research grant monies received withing the School of Pharmacy
Schedule/organize faculty candidate interviews
Correspond with vendors and other companies to maintain and establish purchase/service contracts
Develop purchasing procedures with the University of Charleston's Administration and Finance Department
Assist in the organization of committees within the School of Pharmacy
Assist with research activities as needed
Aided with human resources concerns, such as the dissemination of policy to faculty

2003-01 - 2006-09

Office Manager /Chiropractic Assistant

Brett A. Morgan, DC, Dba Complete Health Center, South Charleston, WV

Assist with patients
Manage patient charts
QuickBooks/Payroll/Deposits
Order supplies/supplements
Refer patients and schedule
Front office work as needed

1997-07 - 2003-01

Scheduling Representative

CAMC Sports Medicine Center, Charleston, WV

Scheduling Representative May 2001-Jan 2003
Aquatic Therapy Instructor Summer 1997-Jan 2003
Rehabilitation Aide Summer 1997-2001

Education

1997-08 - 2000-04

Bachelor of Science: Sports Medicine

University of Charleston - Charleston, WV

James Bennett



Education:

Masters Degree, Community Agency Counseling
WV College of Graduate Studies, May 1991

Masters Degree, Clinical Psychology
Marshall University, December 2001

Bachelors Degree, Marketing & Management
Morris Harvey College, 1976

Licenses/Certifications:

Licensed Professional Counselor, WV-June 30, 1992; South Carolina-December 2, 2014

Licensed Social Worker, WV January 1, 1994

Nationally Certified Counselor, June 21, 1995

Completed education provided by State of West Virginia for treatment of Gambling Addiction.
Honorary Doctor of Divinity, Bibleway Ministries Bible College & Theological Seminary, 2016

Professional Workshops and Groups:

I have conducted workshops on communication, addictions, anxiety and depression for the Kanawha County Board of Education, Multiple Sclerosis Association, WV Pharmacy Recovery Network, and Thomas Memorial Hospital. I have been an expert witness on several types of issues, including addiction.

I have given continuing education talks for physicians on addictions for Mutual Insurance Company.

Present Employment:

Center for Counseling and Wellness, North Myrtle Beach, SC, 2016-present. Individual, couples, family and addiction counseling.

Cassis Therapy Associates, 1514 Kanawha Boulevard E., Charleston, WV 25311, 1992-present. Individual, couples, family and addiction counseling. Group and individual counseling for the Kanawha Valley Fellowship Home. This includes addiction and other mental health issues.

WV Pharmacy/Dental Recovery Network, 2007-present and **WV Restore Network**, 2015-present. I do all evaluations, referrals, and most counseling for these networks.

Other Employment:

Thomas Memorial Hospital, South Charleston, WV
Marketing Director for the Chemical Dependence programs and other mental health programs.
Counselor for the Southway Outpatient addiction program.

Previously, I used my undergraduate degree in Marketing and Management to hold those types of positions. **I have used my marketing skills to promote my counseling practice as well.**20

CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED: WVPRN
PO BOX 4944
CHARLESTON WV 25364

CERTIFICATE NO: L 800004510 - Nov 22, 2010

This certifies that the insured named above is an Additional Insured for the Coverage indicated below under General Liability Policy GL 1728915 and Automobile Policy CA 4594311 issued to the State of West Virginia by NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA.

COVERAGE PERIOD: Jul 1, 2020 to Jul 1, 2021 12:01 a.m. Eastern Time

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

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

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

CLAIM REPORTING: Claims should be reported to:
Claim Manager
West Virginia Board of Risk & Insurance Management
1124 Smith Street Suite 4300
Charleston WV 25301

Claims Made Prior Acts Date: November 22, 2010

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

BY:  DATED: June 4, 2020
AUTHORIZED REPRESENTATIVE

AGENT OF RECORD: USI INSURANCE SERVICES
NORFOLK VA
101 W MAIN ST 900
NORFOLK VA 23510



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: 734930

Doc Description: Peer Assistant Program for the Pharmacy Board

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-23	2020-07-09 13:30:00	CRFQ 0913 PHB2000000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

WV Pharmacists Recovery Network Inc.
 PO Box 4944
 Charleston, WV 25364
 (304)533-6844

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

FEIN # 200518113

DATE 07/01/2020

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Board of Pharmacy ("WVBOP") to establish a contract for a peer recovery network for individual pharmacist, pharmacy technician, and intern licensees and registrants of the Board, otherwise referred to as the West Virginia Pharmacist Recovery Network per West Virginia Code of State Rules § 15-10-1, et seq., which rules are attached hereto as Attachment B per the terms and conditions and specification as attached.

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	PEER TO PEER INTERVENTION AND REFERRAL SERVICE	12.0000	MO	5900.00	70,800.00

Comm Code	Manufacturer	Specification	Model #
93131705			

Extended Description :

PEER ASSISTANT PROGRAM TO IDENTIFY, ASSIST & MONITOR PHARMACISTS, INTERNS & TECHNICIANS WDEPENDENCY per the attached Exhibit A Pricing Page.

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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: July 1, 2020 at 9:00 AM (EST)

Submit Questions to: Jessica Chambers

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.L.Chambers@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: Jessica Chambers

SOLICITATION NO.: CRFQ PHB200000001

BID OPENING DATE: 07/09/2020

BID OPENING TIME: 1:30 PM (EST)

FAX NUMBER: (304)558-3970

Revised 01/09/2020

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: July 9, 2020 at 1:30 PM (EST)

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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

Revised 01/09/2020

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

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

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "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: **Initial Contract Term:** This Contract becomes effective on Upon Award and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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 § 148-1-5.2.b.

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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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.

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. 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>.

31. 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.

32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

38. 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”), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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.

41. 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.

Revised 01/09/2020

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

42. 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.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.

Gary M. Brown, Executive Director
(Name, Title)

Gary M. Brown, Executive Director
(Printed Name and Title)

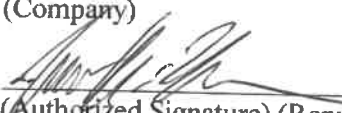
PO Box 4944, Charleston, WV 25364
(Address)

(304)533-6844/(606)832-0077
(Phone Number) / (Fax Number)

mbrown@wvprn.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.

WV Pharmacists Recovery Network Corp
(Company)

 Gary M. Brown, Executive Director
(Authorized Signature) (Representative Name, Title)

Gary M. Brown, Executive Director
(Printed Name and Title of Authorized Representative)

07/01/2020
(Date)

(304)533-6844/(606)832-0077
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

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 contract for a peer recovery network for individual pharmacist, pharmacy technician, and intern licensees and registrants of the Board, otherwise referred to as the West Virginia Pharmacist Recovery Network per West Virginia Code of State Rules §§ 15-10-1, et seq., which rules are attached hereto as Attachment B.

Operating Environment: The West Virginia Legislature has assigned the primary responsibility for enforcing the provisions of the laws pertaining to the practice of pharmacy and the distribution and use of drugs to the WVBOP to insure minimum standards of competency, and to protect the public health, safety and welfare. The WVBOP recognizes that fitness to practice pharmacy can be compromised by substance abuse/dependence, alcohol, or psychiatric impairment. Such a compromise has a direct impact upon the health, safety, and welfare of the public served by licensees and registrants of the Board. Pursuant to West Virginia Code § 30-5-7(a)(14) and (15), attached hereto as Attachment C, the Board has rulemaking authority to govern agreements with organizations to form pharmacist recovery networks, and to create an alcohol or chemical dependency treatment program. Therefore, the Board promulgated rules in Title 15, Series 10 of the West Virginia Code of State Rules (Attachment B) to provide for guidelines and requirements for the operation of a pharmacist recovery network in West Virginia, to establish a peer-to-peer recovery network to assist impaired individual licensees of the Board.

Rule § 15-10-13 provides a mechanism for the Board to assess fees of pharmacists, interns, and pharmacy technicians licensed by the Board to generate revenue dedicated to the operation of the WVPRN. With funding in place to continue to provide for this vital peer-to-peer service to assist impaired licensees in the ongoing effort to protect the public, the Board desires to enter into a contract for services with the WVPRN.

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 the operation of a pharmacist recovery network in West Virginia, to establish a peer-to-peer recovery network to assist impaired individual licensees of the Board, as more fully described in these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained in 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.

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

2.4 “WVBOP” means the West Virginia Board of Pharmacy

2.5 “West Virginia Pharmacist Recovery Network (WVPRN)” means the program established by agreements between special impaired pharmacist peer review organizations and the Board.

2.6 “Committee” means the Board of Directors established to function as a supervisory and advisory body to the Program.

2.7 “PRN” means the Pharmacist Recovery Network

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. The WVPRN must be an entity established for the purpose of providing peer-to-peer programs and assistance for West Virginia licensed pharmacists, pharmacy students, pharmacy interns and pharmacy technicians who have substance abuse/dependence, or who are impaired by alcohol, drugs or psychological circumstance. In order for this to be a true peer organization, the WVPRN must be governed by an independent board of directors comprised of a minimum of 5 pharmacists actively licensed to practice pharmacist care in West Virginia, and may also include one or more pharmacy technicians and interns actively licensed or registered in West Virginia.

3.2. Have an administrator or clinical director (referred to in Rule § 15-10-2.2, Attachment B, as the “executive director”) selected by the WVPRN Committee to administer the WVPRN.

3.3. Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor’s past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

4. MANDATORY REQUIREMENTS:

Revised 05/20/2020

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below. The WVPRN Vendor will agree to provide:

- 4.1.1 Identification of pharmacy professionals who may have Substance abuse/Mental health difficulties that would impair them from practice.
- 4.1.2 Investigation of individuals who may (or may not) have the above mentioned issues, with intervention if the evidence of impairment from these conditions does in fact exist.
- 4.1.3 Maintain an independent board of pharmacy professionals that makes decisions regarding the assessment, treatment, and (if possible) re-employment of these individuals in the practice of pharmacy.
- 4.1.4 Provide services for assessment of affected individuals to determine the level of care required and then tailor a treatment plan to meet the needs of the individual and ensure remission before re-entering into practice.
- 4.1.5 Provide education at pharmacy schools to increase awareness of substance-use-disorder in the profession of pharmacy and to encourage early identification and treatment of at risk individuals.
- 4.1.6 Provide continuing education on the subjects of PRN programs and the phenomenon of addiction in the profession of pharmacy.
- 4.1.7 Following treatment of affected individuals, provide after-care services and monitoring contracts, consisting of components determined by the PRN as necessary on a case-by-case basis per its contracts with the affected individuals, and including such items as drug screening, individual meetings and conferences, follow-up with treaters, restricting practice areas based upon abilities and status of recovery, job-monitoring, and other things within the purview and expertise of the PRN program.
- 4.1.8 Provide 24 hour per day/7 day per week real-time monitoring of individuals under contract to ensure compliance with contract conditions.
- 4.1.9 Maintain a random drug screen program to ensure client adherence to contract

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

- 4.1.10 Monitor clients participation in counseling sessions and AA/NA meetings to ensure compliance
- 4.1.11 Collaborate with the WV Board of Pharmacy when required to discuss client cases, review yearly budgets, or occasionally to assist in investigations.
- 4.1.12 Vendor shall provide at least one phone/fax line at its offices for general communication for purposes of its business.
- 4.1.13 Vendor shall provide a web site for the duration of the contract to provide information about the PRN, its services, and how to come under its care. Vendor must have the website set up and available within 30 days of awarding of a contract per this solicitation.
- 4.1.14 Comply with all requirements in West Virginia Code of State Rules Title 15, Series 10, Attachment B, applicable to the WVPRN.
- 4.1.15 Vendor will include in their bid the cost of optional Annual renewals for years 2, 3 and 4. These optional Annual renewals will be initiated by agency request with vendor approval and processed under the authorized under the authority of the Purchasing Division.

5. CONTRACT AWARD:

5.1 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.

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.

5.2 Pricing Page: Vendor should complete the Pricing Page by entering its bid amounts for the "Unit Cost" and "Extended (Annual) Cost" for the initial term of the contract, and for the optional renewal terms, and then entering the "Total Bid Amount". The Unit Cost is the monthly cost that will be billed to the agency; the Extended (Annual) Cost is the total annual cost of the contract, which must equal the product of the Unit Cost multiplied by 12. The Total Bid Amount must equal the sum of amounts entered for the Extended (Annual) Cost of the initial contract term plus the optional renewal

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

terms. 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: Jessica.S.Chambers@wv.gov.

6. **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.
7. **PAYMENT:** Agency shall pay a flat fee, payable in installments, 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.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
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10. VENDOR DEFAULT:

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

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. 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.

REQUEST FOR QUOTATION
West Virginia Pharmacist Recovery Network

Contract Manager: Gary M. Brown

Telephone Number: (304)533-6844

Fax Number: (606)832-0077

Email Address: mbrown@wvprn.com

**EXHIBIT A- Pricing Page for Peer-to Peer Intervention and Referral Services
for substance abuse or mental health issues**

Description	Unit of Measure	Unit Cost	Quantity	Extended (Annual) Cost
Peer-to-Peer Intervention and Referral Services	Month	5900.00	12	70,800.00
Optional Year One Renewal	Month	6100.00	12	73,200.00
Optional Year Two Renewal	Month	6300.00	12	75,600.00
Optional Year Three Renewal	Month	6600.00	12	79,200.00
Optional Year Four Renewal	Month	6600.00	12	79,200.00
Total Bid Amount				363,600.00

Contract will be evaluated on all lines but **only awarded on first year.**

Optional Renewals 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.

Attachment "B"

WEST VIRGINIA
SECRETARY OF STATE
JOE MANCHIN, III
ADMINISTRATIVE LAW DIVISION

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OFFICE WEST VIRGINIA
SECRETARY OF STATE

Form #6 □

NOTICE OF FINAL FILING AND ADOPTION OF A LEGISLATIVE RULE AUTHORIZED
BY THE WEST VIRGINIA LEGISLATURE

AGENCY: West Virginia Board of Pharmacy TITLE NUMBER: 15

AMENDMENT TO AN EXISTING RULE: YES ___ NO X

IF YES, SERIES NUMBER OF RULE BEING AMENDED: _____

TITLE OF RULE BEING AMENDED: _____

IF NO, SERIES NUMBER OF RULE BEING PROPOSED: 10

TITLE OF RULE BEING PROPOSED: Board of Pharmacy Rules for Pharmacist Recovery
Networks

THE ABOVE RULE HAS BEEN AUTHORIZED BY THE WEST VIRGINIA LEGISLATURE.

AUTHORIZATION IS CITED IN (house or senate bill number) SE 2014

SECTION §64-9-12(b), PASSED ON June 13, 2003

THIS RULE IS FILED WITH THE SECRETARY OF STATE. THIS RULE BECOMES EFFECTIVE ON THE
FOLLOWING DATE: June 23, 2003

William S. Doyle, Jr.

Authorized Signature

TITLE 15
LEGISLATIVE RULES
BOARD OF PHARMACY

FILED

2003 JUN 23 A 10 38

SERIES 10
BOARD OF PHARMACY RULES FOR PHARMACIST RECOVERY NETWORKS
OFFICE OF WEST VIRGINIA
SECRETARY OF STATE

§15-10-1. General.

- 1.1. Scope. - This rule establishes definitions of impairment; guidelines for program elements; procedures for receipt and use of information of suspected impairment; procedures for intervention and referral; arrangements for mandatory monitoring, treatment, rehabilitation, post-treatment support and performance; reports of individual cases to the Board; periodic reporting of statistical information; assurance of confidentiality of nonpublic information and of the peer review process; and assessment of a fee to be added to each licensure renewal for operation of pharmacist recovery networks.
- 1.2. Authority. - W.Va. Code §30-5-7c(d).
- 1.3. Filing Date. - March 18, 2003.
- 1.4. Effective Date. - March 18, 2003.

§15-10-2. Definitions.

- 2.1. "Committee" means the Board of Directors established to function as a supervisory and advisory body to the Program.
- 2.2. "Executive Director" means the administrator or clinical director selected by the Committee to administer the program.
- 2.3. "Impairment" means mental illness, chemical dependency, physical illness, or any abnormal physical or mental condition of a pharmacist, intern or technician which threatens a licensee or the safety of persons to whom that licensee might sell or dispense prescription drugs or devices.
- 2.4. "Licensee" means a licensed pharmacist, licensed intern, or registered pharmacy technician.
- 2.5. "Program or West Virginia Pharmacist Recovery Network (WVPRN)" means the program established by agreements between special impaired pharmacist peer review organizations and the Board.

§15-10-3. Pharmacist Recovery Network Agreements.

- 3.1. Pharmacist Recovery Network Agreements with the Board require the following:
 - 3.1.1. Upon receiving a report or request about possible impairment of a licensee from a licensee or another interested party, the Executive Director will make contact with the licensee to verify the information.

- 3.1.2. If it is determined there is sufficient reason for action, such as behavioral signs, documented evidence of impairment, and/or drug diversion, the Executive Director shall encourage the licensee to present himself or herself to the WVPRN office within 48 hours of initial contact for a complete substance abuse assessment.
- a. If the licensee resists coming in for an assessment, the Executive Director shall pursue one repeat contact.
 - b. After two unsuccessful interventions within a period not to exceed 14 days, the Executive Director shall inform the licensee of the program's intent to close the file and disclose all evidence of impairment allowed by law to the Board.
- 3.1.3. After the licensee arrives at the network office, the program's Executive Director shall conduct a substance abuse evaluation to include among other things, a psychoactive substance use history, administration of a Substance Abuse Subtle Screening Inventory (SASSI), urinalysis, and Breathalyzer;
- 3.1.4. If a diagnosis of substance abuse or dependence as per the current edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association is made, the Executive Director shall arrange for further evaluation and treatment of the licensee to be conducted at a facility or by an individual approved by the program. If there is insufficient evidence to warrant a diagnosis of substance abuse or dependence, the Executive Director shall place the file in an inactive status, and destroy the file after 5 years.
- 3.1.5. The Executive Director shall draw up a final agreement between the licensee and the program for the licensee to enter into a treatment or other appropriate program. The Executive Director shall work with the treatment provider to determine the guidelines of treatment and aftercare, and shall consult with the primary care giver on a regular basis;
- 3.1.6. The Executive Director shall collect appropriate paper work, as specified in the contract, regarding treatment progress, group therapy participation, urine and blood analysis, discharge summaries, etc;
- 3.1.7. Monitors shall assist the licensee in transition into the workplace by providing information if requested to the supervisors and co-workers regarding chemical dependency, relapse, and diversion; and
- 3.1.8. Upon the completion of treatment and rehabilitation, and the expiration of the 5 year recovery contract, the network shall conclude involvement with the licensee.

§15-10-4. Due Process.

- 4.1. Any action taken pursuant to a pharmacist recovery network shall afford the licensee all due process

rights enumerated in West Virginia Code §29A-1-1 *et. seq.*

§15-10-5. Receipt and Use of Information of Suspected Impairment

- 5.1. Licensees, family members, and other persons may submit reports containing information concerning suspected impairment of a licensee to the program.
- 5.2. Upon receipt of information of a suspected impairment, the program shall initiate an investigation.
- 5.3. The program may conduct routine inquiries regarding suspected impairments.
- 5.4. The program may require a licensee suspected of impairment to submit to personal interviews before any person authorized by the program.

§15-10-6. Intervention and Referral.

- 6.1. When, following an investigation, the impairment of a licensee is confirmed, the Executive Director shall cause an intervention to be conducted using specialized techniques designed to assist the licensee in acknowledging responsibility for dealing with the impairment. The Executive Director shall then refer the licensee to an appropriate treatment source acceptable to the program.
- 6.2. The program shall decide the methods and objectives of interventions on a case-by-case basis.
- 6.3. The program shall arrange and conduct interventions as soon as possible.
- 6.4. The program shall evaluate treatment sources before making case referrals for treatment.
- 6.5. The program shall record intervention outcomes including treatment contracts that are elements of an intervention.

§15-10-7. Monitoring Treatment.

- 7.1. The program shall monitor a treatment source receiving referrals from it as to the treatment source's ability to provide:
 - 7.1.1. adequate medical and non-medical staffing;
 - 7.1.2. appropriate treatment;
 - 7.1.3. affordable treatment;
 - 7.1.4. adequate facilities; and
 - 7.1.5. appropriate post-treatment support

§15-10-8. Monitoring Rehabilitation and Performance.

- 8.1. The program shall designate monitoring requirements for each licensee participating in the program. Licensees may be required to be tested regularly or randomly on demand of the program.
- 8.2. The program may require treatment sources to submit reports regarding a licensee's rehabilitation and performance to the program.

8.3. The program may require impaired licensees to submit to periodic personal interviews before any person authorized by the program.

8.4. The program shall maintain appropriate case records regarding each licensee that is a participant.

§15-10-9. Monitoring Post-Treatment Support.

9.1. Post-treatment support may include family counseling, advocacy and other services and programs considered appropriate to the licensee's recovery.

9.2. The program shall monitor the post-treatment support of treatment sources on an ongoing basis.

9.3. The program's own post-treatment support shall be monitored by the program on an ongoing basis.

§15-10-10. Reports of Cases of Impairment to the Board.

10.1. After investigation and review of a licensee, the program shall report immediately to the Board detailed information about any licensee as required by West Virginia Code §30-5-7c(e).

10.2. The program shall submit quarterly a report to the Board on the status of all licensees involved in the program who have been previously reported to the Board. The program shall submit a monthly report to the Board on the status of any licensee previously reported to the Board who is in active treatment until a time mutually agreed to by the Board and the program.

10.3. In the event the program becomes aware that the licensee has diverted controlled substances to a person other than himself or herself, the program shall report this infraction to the Board. In this case, the licensee is not protected by the program's confidentiality provisions or from disciplinary action by the Board.

§15-10-11. Periodic Reporting of Statistical Information.

11.1. The program shall compile and annually report to the Board comprehensive statistical reports concerning suspected impairments, impairments, self-referrals, post-treatment support and other significant demographic and substantive information collected through program operations.

§15-10-12. Confidentiality.

12.1. All information, interviews, reports, statements, memoranda, or other documents furnished to or produced by the program, all communications to or from the program, and all proceedings, findings, and conclusions of the program, including those relating to intervention, treatment, or rehabilitation, that in any way pertain to or refer to a person participating in a pharmacist recovery network are privileged and confidential.

12.2. All records and proceedings of the program that pertain or refer to a person participating in a pharmacist recovery network shall be privileged and confidential, used by the program and its members

only in the exercise of the proper function of the program, not be considered public records, and not be subject to court subpoena, discovery, or introduction as evidence in any civil, criminal, or administrative proceedings, except as provided in subsection 10.1 of this rule.

12.3. The program may only disclose the information relative to an impaired licensee if:

12.3.1. it is essential to disclose the information to persons or organizations needing the information in order to address the intervention, treatment, or rehabilitation needs of the impaired licensee;

12.3.2. the release is authorized in writing by the impaired licensee; or

12.3.3 the program is required to make a report to the board pursuant to subsection 10.1 of this rule.

§15-10-13. Fees.

13.1. The Board shall assess the following fees to be added to each licensure renewal application fee payable to the Board with any revenue generated by the assessment dedicated to the operation of the pharmacist recovery network:

13.1.1. Pharmacist- \$20 with each biennial renewal;

13.1.2. Intern- \$5 with each annual renewal; and

13.1.3. Pharmacy Technician- \$10 with each biennial renewal.

Attachment "C"

WV Code 7

Page 1 of 3

§30-5-7. Rule-making authority.

(a) The board shall propose rules for legislative approval, in accordance with the provisions of article three, chapter twenty-nine-a of this code, to implement the provisions of this article, and articles two, three, eight, nine and ten of chapter sixty-A including:

- (1) Standards and requirements for a license, permit and registration;
- (2) Educational and experience requirements;
- (3) Procedures for examinations and reexaminations;
- (4) Requirements for third parties to prepare, administer or prepare and administer examinations and reexaminations;
- (5) The passing grade on the examination;
- (6) Procedures for the issuance and renewal of a license, permit and registration;
- (7) A fee schedule;
- (8) Continuing education requirements;
- (9) Set standards for professional conduct;
- (10) Establish equipment and facility standards for pharmacies;
- (11) Approve courses and standards for training pharmacist technicians;
- (12) Regulation of charitable clinic pharmacies;
- (13) Regulation of mail order pharmacies: *Provided*, That until the board establishes requirements that provide further conditions for pharmacists whom consult with or who provide pharmacist care to patients regarding prescriptions dispensed in this state by a mail order pharmacy, the pharmacist in charge of the out-of-state mail order pharmacy shall be licensed in West Virginia and any other pharmacist providing pharmacist care from the mail order pharmacy shall be licensed in the state where the pharmacy is located.
- (14) Agreements with organizations to form pharmacist recovery networks;
- (15) Create an alcohol or chemical dependency treatment program;
- (16) Establish a ratio of pharmacy technicians to on-duty pharmacist operating in any outpatient, mail order or institutional pharmacy;
- (17) Regulation of telepharmacy;
- (18) The minimum standards for a charitable clinic pharmacy and rules regarding the applicable definition of a pharmacist-in-charge, who may be a volunteer, at charitable clinic pharmacies: *Provided*, That a charitable clinic pharmacy may not be charged any applicable licensing fees and such clinics may receive donated drugs.
- (19) Establish standards for substituted drug products;
- (20) Establish the regulations for E-prescribing;
- (21) Establish the proper use of the automated data processing system;
- (22) Registration and control of the manufacture and distribution of controlled substances within this state.
- (23) Regulation of pharmacies;
- (24) Sanitation and equipment requirements for wholesalers, distributors and pharmacies.
- (25) Procedures for denying, suspending, revoking, reinstating or limiting the practice of a licensee, permittee or registrant;

- (26) Regulations on prescription paper as provided in section five, article five-w, chapter sixteen;
- (27) Regulations on controlled substances as provided in article two, chapter sixty-a;
- (28) Regulations on manufacturing, distributing, or dispensing any controlled substance as provided in article three, chapter sixty-a;
- (29) Regulations on wholesale drug distribution as provided in article eight, chapter sixty-a;
- (30) Regulations on controlled substances monitoring as provided in article nine, chapter sixty-a;
- (31) Regulations on Methamphetamine Laboratory Eradication Act as provided in article ten, chapter sixty-a;
- (32) Establish and maintain an official prescription paper program; and
- (33) Any other rules necessary to effectuate the provisions of this article.
- (b) The board may provide an exemption to the pharmacist-in-charge requirement for the opening of a new retail pharmacy or during a declared emergency;
- (c) The board, the Board of Medicine and the Board of Osteopathic Medicine shall jointly agree and propose rules concerning collaborative pharmacy practice for legislative approval in accordance with the provisions of article three, chapter twenty-nine-a of the code;
- (d) The board with the advice of the Board of Medicine and the Board of Osteopathic Medicine shall propose rules for legislative approval in accordance with the provisions of article three, chapter twenty-nine-a of this code to perform influenza and pneumonia immunizations, on a person of eighteen years of age or older. These rules shall provide, at a minimum, for the following:
- (1) Establishment of a course, or provide a list of approved courses, in immunization administration. The courses shall be based on the standards established for such courses by the Centers for Disease Control and Prevention in the public health service of the United States Department of Health and Human Services;
 - (2) Definitive treatment guidelines which shall include, but not be limited to, appropriate observation for an adverse reaction of an individual following an immunization;
 - (3) Prior to administration of immunizations, a pharmacist shall have completed a board approved immunization administration course and completed an American Red Cross or American Heart Association basic life-support training, and maintain certification in the same.
 - (4) Continuing education requirements for this area of practice;
 - (5) Reporting requirements for pharmacists administering immunizations to report to the primary care physician or other licensed health care provider as identified by the person receiving the immunization;
 - (6) Reporting requirements for pharmacists administering immunizations to report to the West Virginia Statewide Immunization Information (WVSI);
 - (7) That a pharmacist may not delegate the authority to administer immunizations to any other person; unless administered by a licensed pharmacy intern under the direct supervision of a pharmacist of whom both pharmacist and intern have successfully completed all board required training; and
 - (8) Any other provisions necessary to implement the provisions of this section.
- (e) The board, the Board of Medicine and the Board of Osteopathic Medicine shall propose joint rules for legislative approval in accordance with the provisions of article three, chapter twenty-nine-a of this code to permit a licensed pharmacist or pharmacy intern to administer other immunizations such as Hepatitis A, Hepatitis B, Herpes Zoster and Tetanus. These rules shall provide, at a minimum, the same provisions contained in subsection (d)(1) through (d)(8) of this section.

(f) All of the board's rules in effect and not in conflict with these provisions, shall remain in effect until they are amended or rescinded.

Note: WV Code updated with legislation passed through the 2015 Regular Session

The WV Code Online is an unofficial copy of the annotated WV Code, provided as a convenience. It has NOT been edited for publication, and is not in any way official or authoritative.

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 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: WV Pharmacists Recovery Network Corp.

Authorized Signature: [Signature] Date: 7/7/2020

State of Kentucky

County of Letcher to-wit:

Taken, subscribed, and sworn to before me this 7 day of July, 2020

My Commission expires May 9, 2023

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)

