From: 10/07/2024 22:57 #853 P.001

TO: DEPARTMENT OF ADMIN.
PURCHASING DIV.
2019 WASHINGTON STREET EAST
CHARLESTON WV 25305-0130

VET GLOBAL LLC
DBA PHARMANEEK PHARMACY
CRYSTAL HUSTEAD
CRFQ - MCH2500000001
BID OPENING DATE: OCTOBER 8, 2024
BID OPENING TIME: 1:30 PM EST
FAX 304-558-3970

Vet Global LLC
Quality Efficiency Support

PhaRmaneek
Pharmacy Services

Vet Global LLC
Quality Efficiency Support

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CAGE: 9AEG9

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Proposal
For

STATE OF WEST VIRGINIA
MONTANI SEMPER LIBERI

CRFQ_0506_MCH250000000
September 24, 2024

Principal Contact:
Rick Singh
rick@pharmaneek.com
317-293-1700
7345 Woodland Dr., Suite A
Indianapolis, IN 46278

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PhaRmaneek Pharmacy Services

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Crystal Hustead
West Virginia
September 24, 2024

Subject: Expression of Interest in Providing Pharmaceutical Services

Dear Crystal Hustead,

I am writing on behalf of Pharmaneek Inc. to express our interest in providing comprehensive pharmaceutical services to State of West Virginia. We have reviewed the requirements outlined in the project proposal and are confident in our ability to meet and exceed the expectations set forth by Professional Licensing Agency. As the person with contract authority over this project, I attest that the contents of our submittal are true and accurate to the best of my knowledge. We understand the critical nature of this undertaking and the responsibility it entails. With that in mind, we assure you that our organization is fully committed to delivering exceptional pharmaceutical services that align with Professional Licensing Agency's needs and requirements.

Key areas of our proposal include:

Pharmacy Services: Our organization is equipped to provide a wide range of pharmaceutical services to Professional Licensing Agency, including prescription medication dispensing, medication management, medication counseling, medication reconciliation, and adherence support.

Delivery: Pharmaneek Inc provides access to a 24-hour clinical pharmacist. We aim to ensure comprehensive medication management and support for healthcare providers, patients, and caregivers. If Pharmaneek Inc can't fill an emergency service, we have a relationship with CallRX. CallRX makes obtaining emergency "back-up" medications simple. They have relationships with pharmacies all over the country.

Regulatory Compliance: We have a thorough understanding of State and Federal laws, rules, and regulations concerning pharmacy practice, as well as the Florida Model Jail Standards. Our policies, procedures, and practices are designed to ensure strict compliance with all relevant guidelines and requirements.

Security and Safety: We prioritize the safety and security of medications within the correctional facility. Our pharmacy has robust systems in place to ensure proper storage, controlled access, and prevention of medication theft or diversion. We adhere to best practices in medication handling, disposal, and waste management.

Qualified Staff: We have a clinical pharmacist available for consultation 24 hours a day to provide expert guidance on medication-related matters.

Regarding insurance requirements, we confirm that we can meet the insurance requirements set by Professional Licensing Agency. We are fully insured with comprehensive coverage to safeguard against any unforeseen events or liabilities. Furthermore, we are willing and prepared to execute a standard agreement with Hendry County, Florida. Our organization is committed to establishing a mutually beneficial partnership and fulfilling all contractual obligations outlined in the agreement.

Sincerely,

Rick Singh

Rick Singh, Bidding Operations (rick@pharmaneek.com)
Pharmaneek Inc

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PROFESSIONAL QUALIFICATIONS AND RELEVANT EXPERIENCE

Pharmaneek Inc provides a comprehensive institutional pharmacy program for prescription and non-prescription medication through our pharmacy. Pharmaneek Inc is a Service-Disabled Veteran-Owned Small Business (SDVOSB), mail-order correctional and long-term care pharmacy located in Indianapolis, Indiana.

Pharmaneek Inc is in full compliance with all Board(s) of Pharmacy licensing requirements and regulations. The pharmacy meets all regulatory state, local and federal standards for the practice of pharmacy for each state in which Pharmaneek Inc is licensed.

Pharmaneek Inc prides itself on providing a high level of care. A long-term employee retention rate of 90% has enabled performance consistency of a 99.3% fill rate on all orders with a measured accuracy rate of 99.9% for all prescription orders. Pharmaneek Inc utilizes two primary types of repackaging systems to accommodate a variety of institutional needs.

- **Blister card:** our prepackaging system is state-of-the-art MTS automation for standard dispensing in 30-day increments.
- **Utilizes single and multi-dose strip:** packaging is provided through Parata Pass and Parata Perl automated dispensing system for instances where smaller quantities or different distribution processes are required.
- **UneekDose:** prepackaged daily dosage for multiple pills.
- **Bottle packaged:** medications can be dispensed in 30 day to 90 day supply.
- **Original case:** medication can be dispensed in the original manufacturer packaging, when available.

The organization has served correctional institutions and other residential populations for eight of its ten years in operation. Pharmaneek Inc's eight years of experience in providing correctional pharmacy services has provided insights into the unique needs of the correctional population.

Pharmaneek Inc's clinical pharmacists are well-versed in correctional care as showcased by their 10+ years of serving corrections. Their proficiencies extend further to board certifications, which is the gold standard for determining which pharmacists are qualified to contribute at advanced practice levels. The Pharmaneek Inc team carries board certifications in HIV/Hepatitis C, Pharmacotherapy, Geriatrics, and Medication Therapy Management. Board Certified pharmacists improve patient outcomes through specialized care, and the Pharmaneek Inc team of clinical pharmacists put their knowledge into practice every day.

Clinical pharmacists' specialties are applied in each layer of correctional care through multiple programs unique to Pharmaneek Inc. These programs were created with three main goals in mind. First and foremost is always patient safety. Second is that patients receive clinically appropriate therapy. And third is that formulary management occurs in a cost-friendly manner.

How does Pharmaneek Inc apply these principles?

Our Clinical Pharmacy Intervention Program (CPIP) provides a focused-review on high dollar, RMD-approved, non-formulary medications. Alternately, Pharmaneek Inc's clinical pharmacists provide first level review of every non-formulary request if the Clinical Non-Formulary Review (CNFR) Program is selected by client.

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Pharmaneek Inc's location in Indianapolis, IN provides unique capabilities for national delivery. The pharmacy's proximity to the FedEx hub located at the Indianapolis International Airport gives maximal flexibility to fill orders well beyond published cut-off times, ensuring that orders submitted late in the day will still be received the next day in most cases.

Pharmaneek Inc will provide a comprehensive pharmacy program providing all prescription and non-prescription medication. Pharmaneek Inc is a mail-order correctional pharmacy located in Indianapolis, IN, in business for over 24 years and services only correctional agencies and institutions. The pharmacy program will comply with State Board of Pharmacy rules and regulations, State laws and pharmacy regulatory boards, DEA requirements, NCCHC and ACA standards, and federal laws, rules, and regulations.

To ensure seamless continuity of care, we offer a web-based report that identifies incarcerated individuals whose medication(s) are due to expire within the next 14 days. This report, accessible through Pharmaneek, can be expanded to cover additional days as required. It provides medical staff and providers with the necessary information to manage medication orders promptly, allowing them to renew, change, or discontinue medications as needed to address their patients' health requirements.

Back-up Pharmacies

Pharmaneek Inc has a national agreement with Employer Health Options (EHO) to provide back-up pharmacy services for our partnership with the client. EHO, a leading pharmacy benefit management company, operates a network of over 300 retail pharmacies across Indiana. To ensure continuous service, Pharmaneek Inc leverages this extensive network of back-up pharmacies, strategically positioned to offer timely support and medication fulfillment in case of primary service disruptions. These back-up pharmacies are seamlessly integrated into our system, ensuring smooth transitions and consistent care for our clients. This redundancy guarantees that patients receive their medications without interruption, upholding the highest standards of pharmaceutical care.

340B Drug Pricing

We understand the Indiana State Department of Health has been established as a covered entity for access to 340B pricing in terms for HCV medications for the Indiana Department of Correction. We will work with them for similar access for HIV medications through our local pharmacy services provider, **Pharmaneek Inc, an Indiana certified Service-Disabled Veteran-Owned Business (SDVOSB).**

Over the Counter Medications

Over-the-Counter (OTC) medications are supplied by Pharmaneek Inc in bulk items within their original containers, such as boxes of unit-dose acetaminophen or tubes of tolnaftate cream, which include patient instructions for use. Therefore, these medications can be considered for Keep-On-Person (KOP) distribution. However, we acknowledge that the client currently has a KOP medication procedure requiring blister packaging for dispensing.

We provide frequently used OTC medications in prepackaged quantities that include warnings, dosing recommendations, and other information typically found on consumer medications for retail sales. These medications are intended for use during sick call, either by the nursing staff or provider.

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Over-The-Counter Packaging with Patient Instructions

Transmission of Provider Orders

Pharmaneek Inc will leverage the EMR for efficiently sending medication orders to our system.

With years of experience interfacing with electronic Medical Administration Record (eMAR) systems, Pharmaneek Inc is proficient in creating interfaces using Health Level Seven (HL7) messaging. Additionally, we have developed interfaces using file sharing and National Council for Prescription Drug Programs (NCPDP) standards. Given our extensive experience with HL7 interfaces, including past collaborations with clients, Pharmaneek Inc is well-equipped to integrate seamlessly with the client's current EMR, as well as any future standard EMR systems.

Our experience demonstrates that our proposed remote order management system, MedRoom, is an excellent complement to the client's existing setup. This integration facilitates effective remote order entry, management, refill requests, clinic stock replenishment, formulary compliance, reporting, order and receipt tracking, and medication returns. MedRoom features barcode scanning capabilities, enabling authorized users to scan incoming orders or process medication returns efficiently.

Moreover, MedRoom offers additional capabilities that can be customized to meet the client's needs. This includes real-time reporting screens for tracking shipments and processing medication returns, as well as the ability for users to generate their own reports.

Formulary

Pharmaneek Inc will supply medications designated as formulary by the client, as well as non-formulary medications approved by the client's Chief Medical Officer.

Effective formulary management and close coordination with prescribers are key factors in managing pharmaceutical costs. Our collaborative approach involves developing a formulary based on evidence-based best practices, with full transparency, which encourages drug manufacturers to compete and offer the lowest net costs.

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At Pharmaneek Inc, Formulary Management is a dynamic process. The client's formulary will be continuously evaluated for improvements in response to market changes. Regular reports will be provided, detailing spending by therapeutic class and individual drug.

The following narrative describes our dynamic Formulary Management by outlining our participation in Pharmacy and Therapeutics, and explaining our proposed non-formulary request process, which includes our electronic Prior Authorization (ePA) system. Additionally, we propose our Clinical Non-Formulary Review (CNFR) program as an added service. We also detail our Formulary Exception Reporting as required.

Dynamic Formulary Management

Pharmaneek Inc will offer clinical pharmacist consultations for all client Pharmacy and Therapeutics (P&T) meetings. Our pharmacists will present comprehensive reports reviewing client drug utilization and spending. In these collaborative settings, we will provide information on current FDA warnings, updates on practice-changing therapies, formulary assessments, and pharmacoeconomic topics. Our transparent reporting and teamwork approach will facilitate regular discussions between client stakeholders about both clinical and financial opportunities.

Through teamwork and collaboration, we will ensure the client formulary remains a living document, current and up-to-date. For instance, after approval by the P&T committee, Pharmaneek Inc will upload formulary revisions into the EMR and MedRoom platforms. This will enable client providers to quickly incorporate evidence-based best practices.

Non Formulary Requests

Pharmaneek Inc's clinical and board-certified pharmacists review non-formulary medication orders for clinical appropriateness (e.g. drug-disease interactions, duplicative therapy, etc.) and for potential therapeutic alternative options on high dollar medications. This will fit into the typical formulary exception process in which the Site Medical Director provides the initial evaluation, and clinical pharmacists provide an additional layer of review. We will provide recommendations directly to the prescriber that are evidence-based and patient-specific. This focused review on high dollar medications is part of our Clinical Pharmacy Intervention Program (CPIP). Additionally, we offer a retrospective review of non-formulary prescribing practices. We offer these value-added services at **no charge** because we believe our approach will deliver clinically appropriate patient care with cost effective drug management through the incorporation of a clinical pharmacist.

Clinical Non-Formulary Review (CNFR) Program

We can streamline the non-formulary review process further by implementing our **Clinical Non-Formulary Review (CNFR)** program. Working under the approval and discretion of the client Chief Medical Officer our pharmacists will provide **first-level evaluation for all non-formulary requests**. This program was conceptualized to provide a high level of integration among the health care team in order to provide the best level of care for our patients. We believe it is critical to intercept potentially problematic prescriptions before therapy has begun. Our review will help ensure that only clinically appropriate and cost-effective prescriptions are presented to the pharmacy operations staff for processing. This process **enhances therapeutic outcomes, decreases costs, and maintains formulary compliance** all while consuming the least amount of the Site Medical Director's time.

Under the Clinical Non-Formulary Review (CNFR) program, Pharmaneek Inc adopts a proactive and integrated approach to clinical pharmacist consultation and intervention services. We believe that providing prospective

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guidance, rather than relying solely on retrospective review, represents the cutting edge of Clinical Pharmacist Services. This program enables us to offer therapeutic recommendations at the point of care, ensuring timely and effective interventions. Our clinical team collaborates directly with prescribers and external specialists who may not be familiar with treating patients in our specific environment.

Our CNFR program is available as an additional service for the client, and we are eager to discuss its implementation and associated costs upon contract award, should the client wish to explore this program further.

electronic Prior Authorization (ePA)

Pharmaneek Inc will provide our MedRoom software system with a built in electronic Prior Authorization (ePA) program. Our ePA program is an expanded authorization process for certain clinically significant specialty medications that affect therapy management and financial considerations. Accessible 24/7 via the Internet from any Web-enabled PC or laptop, it features a built-in prescriber approval process with e-mail notifications sent directly to the designated medical authority for review, consultation, approval, or recommendations for alternative therapies.

With the rise in specialty medications and biologics, our ePA review process has proven invaluable to our clients.

For example, ordering certain specialty medications triggers the prescriber to respond to the following:

- Does the patient meet the criteria for this medication?
- Should another medication be considered?
- Are there any other factors that need to be considered before prescribing?

Determination for additional quality assurance is then based on the following factors:

- Adverse drug profiles and the characteristics of the patient population for whom the medication is intended
- Mitigation of severe drug-drug, drug-disease adverse interactions
- Disease management evaluation
- Clinical guidelines and recommendations from national standards of care
- Clinical and cost efficacy, and the availability of other similar drugs

Screenshots samples that illustrate our ePA program within our MedRoom system appear on the following pages.

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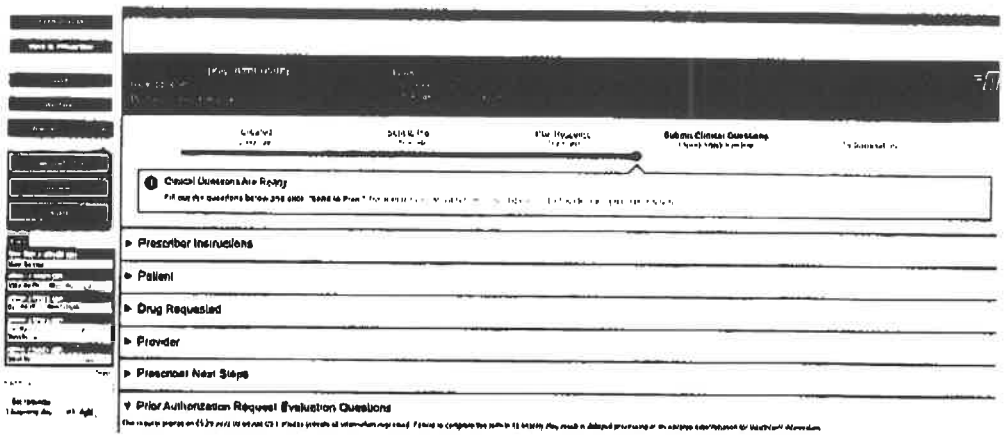
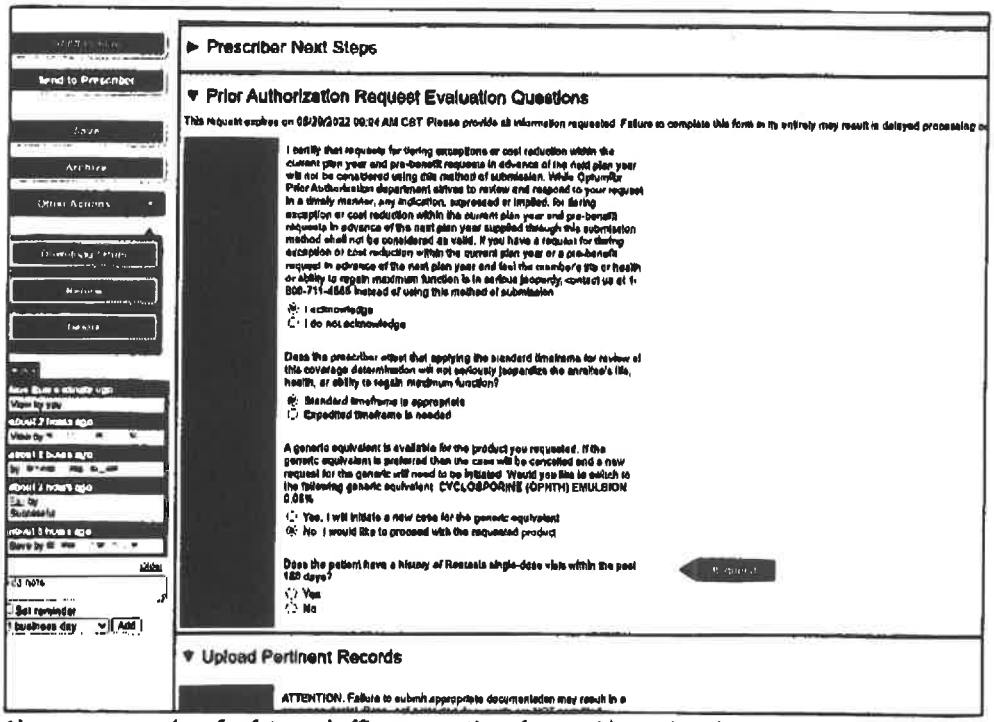


Our Electronic Prior Authorization program provides consistency and gives providers immediate feedback.



Above are examples of safety and efficacy questions for provider review during ePA request.

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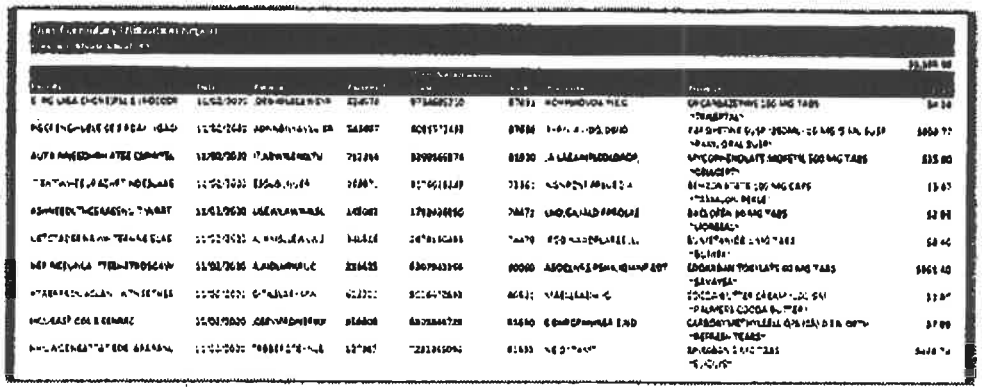
Formulary Exception Reporting

At Pharmaneek Inc, we take pride in our teamwork, transparency, and comprehensive reporting practices. Upon contract award, we will work closely with the client to review required reports and identify any additional reporting needs and their frequencies. We will securely and electronically provide utilization and patient drug usage reports, including standard reports on population health, non-formulary utilization, and prescribing trends.

We propose using our MedRoom system for medication order entry and management. MedRoom allows data export in various formats, including XML, CSV, PDF, Excel, TIFF, Word, or MHTML, giving authorized client users real-time access to data that can be filtered and analyzed in both electronic and printer-friendly versions.

For instance, the example below illustrates a standard Formulary Exception Report from our MedRoom system. The report includes: drug name, drug strength, date of service, patient name, provider, authorization code, and drug cost.



Medication Dispensing

Pharmaneek Inc and Pharmaneek Inc's medication dispensing program for client will ensure:

- Medications are dispensed for 30 days at a time (maximum) in blister packages, whether for use as "hand feed" (DOT) or "may carry" (KOP) circumstances; liquid medications may be dispensed in bulk form or unit of use as appropriate.
- Pharmaceuticals and drugs are provided properly labeled using a "unit dose method of packaging."
- All medications for self-administration will be dispensed in a blister pack in accordance with client policies and procedure and Health Care Service Directives.
- Maintenance of inventory, cost, ordering records for all pharmaceuticals, including over the counter medicines dispensed by the pharmacy.
- Medication management including the distribution, administration, storage, and accountability of medication including controlled substances will be in accordance with client procedures.

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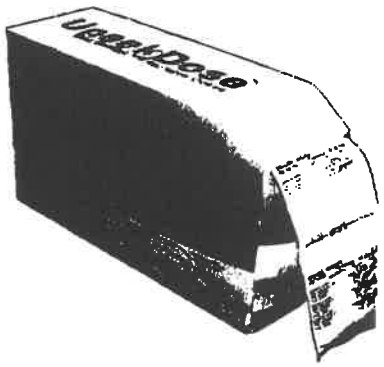
- Nurses or qualified medication assistants (QMA) will administer all medication in accordance with client procedures.
- Medication usage will be based on the approved client formulary.
- Medication will be ordered for administration no more than twice a day unless clinically necessary.

Patient specific medications will typically be available within 24 hours of the original physician's order, however, immediate needs can and will be addressed through the judicious utilization of approved stock medications maintained on site or using a local back-up pharmacy to ensure prompt start-up of care.

Blister card is Pharmaneek Inc's primary method of packaging medications. Most cards are packaged by our automated dispensing processes or purchased from manufacturers in cards of thirty dosage units. Automated methods to package these dosage forms provides tremendous cost efficacy. Because of this, we advocate coordinating facility ordering to maximize 30-unit cards.

Pharmaneek Inc's automated packaging machine, where medication is sealed and packaged in a negative air pressure room, designed to maintain extremely low levels of particulates and dust. Medications are packaged to fit the specific needs of each order.



Pharmaneek Inc utilizes two types of blister cards to maximize medication return savings (as allowed by law). Most medication cards packaged in unit-of-issue counts of 30, containing lot number and expiration date on each card. Select high-value medications are blister carded in unit-dose packaging with a lot number and expiration date for each tablet.

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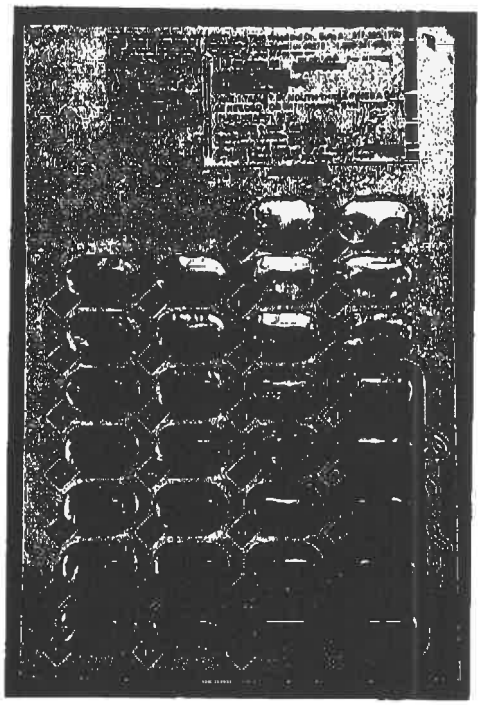

Example of Unit-of-Issue Counts 30 Medication Card

Unit-Dose packaging is supplied directly from the manufacturer in sleeves of 10-count cards or 30-count cards. The lot number and expiration date is on the back of each tablet. Unit-dose packaging is often used for small quantities and medications with a narrow therapeutic index. This type of packaging increases patient safety and facilitates efficacy.

Example of Pharmaneek Inc Unit-Dose Packaging

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Example of Manufacturer Unit-Dose Packaging

Example of Pharmaneek Inc Bottle Packaging

Pharmaneek Inc will send medication in the original manufacturer packaging, when available. This streamlined dispensing process reduces errors and increases efficiency. For example, medications like creams, ointments, inhalers, etc., will be sent in the original manufacturer packaging.

Medication Adherence and Patient Compliance

Clinical experts within Pharmaneek Inc analyze compliance reports and share analysis with nursing, physicians, psychiatrists, and other healthcare providers to facilitate patient medication adherence. Leveraging our medication management system called PioneerRX, we offer integrated adherence support into site-specific daily operations. Utilizing PioneerRX, a report can be generated that includes a list of patients at a specific site that are taking psychotropic medications, patients that have current orders due to expire within a select date range, and a host of other specific reports that have proven to be effective tools in managing the medication process and medication costs.

Such reports serve as an alert to the providers to take appropriate action to ensure the continuity of patient care and maintain adherence. Data is also utilized by clinical pharmacists to follow up with practitioners to identify site-specific barriers and formulate short- and long-term action plans to overcome these barriers, when necessary.

One of the barriers associated with medication adherence is the lack of understanding the patient has regarding his or her chronic condition. Pharmaneek Inc addresses this issue by training providers to enhance patient adherence for chronic medical conditions. Education is provided to the patient so that he or she can take ownership of the treatment of their disease state.

Medication Therapy Management (MTM)

In a coordinated effort with our medical providers and management team, Pharmaneek Inc has successfully initiated a medication therapy management program patterned after established requirements for Medicare Part D sponsors (insurance carriers).

Benefits of utilizing this program include:

- Ensures optimum therapeutic outcomes for targeted patients or groups of patients through improved medication use.
- Reduces the risk of adverse events.
- Is developed in cooperation with licensed and practicing pharmacists and physicians.
- May be furnished by pharmacists.
- Is coordinated with the use of Medication Action Plans (MAPs) established for a targeted individual or group of individuals.

Our Medication Therapy Management (MTM) program is designed to address patient needs related to integrated medical and behavioral health pharmaceutical therapies. Comprehensive medication reviews (CMR) are performed routinely to address new or recurring medication-related problems. Medication Action Plans (MAP) are developed to address these issues.

Prevention of adverse drug reactions is addressed by prospective drug utilization review upon pharmacy system order entry. Retrospective drug utilization review is provided through comprehensive medication reviews for chronically ill or co-morbid patients. Medication problem reviews are provided for all patients upon referral.

Controlled Substances Procedure – Accurate Records

The nurse who receives the medications is required to log them into the bound controlled substance book, along with a second nurse who signs as a witness. All controlled substances are locked in the medication cart or designated area. The nurse responsible for the medications maintains control of the keys throughout the shift.

Each dose of a controlled substance is documented in the controlled substance book after the medication is administered. At shift change, the nurse going off duty counts the controlled substances with the nurse coming on duty. They are then both required to sign the controlled substance book

verifying that the count was correct. The keys are then turned over at that time to the nurse coming on duty.

If the site has a key control box, the keys are placed back in the box by the nurse leaving and then retrieved by the nurse coming on duty. At facilities which do not have a key box system, the keys are handed off from nurse to nurse. The nurse who is holding the keys is responsible for keeping them on their person throughout the shift and is responsible for ensuring that the medication storage area is kept always locked other than during medication pass.

Release Medications

Upon release from the client, Pharmaneek Inc will provide a 30-day supply of medications in a child-resistant container for incarcerated individuals with serious mental illness (when approved by the psychiatrist), medication assisted treatment for the treatment of addiction (when approved by the psychiatrist), tuberculosis infection or disease, or HIV disease. For all other conditions, we will provide the incarcerated individual with a 7-day supply of medication and written prescription for a 30 day supply of medication.

Pharmaneek Inc will provide a 7-day supply of medication for incarcerated individuals being sent out on temporary leave including individuals transferred to a county jail.

Expanded Discharge Medication Program

Discharge medications bridge the continuity of care gap that challenges recently released incarcerated individuals by allowing them sufficient time to set up appointments and establish a follow-up schedule with appropriate practitioners. In addition to discharge medications required by the RFP as described above, Pharmaneek Inc is proposing **an additional 60 days of a wide range of discharge medications to be provided to qualified released incarcerated individuals who have been enrolled in chronic care clinics, including mental health chronic care clinics, while at the client.**

This bridge medication program will be offered through partnership with **Rx Outreach**, a 501-C3 non-profit pharmacy and will be available in the first year of the new contract. A letter of intent from Rx Outreach is provided in **Appendix J.**

Rx Outreach The Nonprofit Pharmacy

Blood Products

Pharmaneek Inc has a streamlined process for handling non-formulary blood product requests. The site-level physician writes a prescription and submits a non-formulary request to the Medical Director. A clinical pharmacist then collaborates with the site medical team to develop a care plan for the proper ordering, storage, and administration of the required blood product. The blood product is subsequently shipped to the site for administration to the incarcerated individual in need.

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To ensure timely delivery, Pharmaneek Inc is prepared to source blood products from alternative suppliers when necessary or advantageous. This flexibility helps us maintain prompt and efficient care for incarcerated individuals requiring blood products.

Consultant and Clinical Pharmacists

Pharmaneek Inc will provide comprehensive monthly reports, including utilization, inventory, and individual drug usage profiles, as well as consultant pharmacy visits with written reviews by a licensed pharmacist.

Our clinical pharmacy team will collaborate with the client's Chief Medical Officer (or designee) to prepare quarterly and ad hoc reports. These reports, presented by our consultant pharmacist, will include detailed information on drug utilization by individual drug or drug class, broken down by patient, facility, provider, and formulary status by therapeutic class.

As previously mentioned, Pharmaneek Inc will also provide clinical pharmacist consultation for P&T Committee meetings. During these meetings, our consultant pharmacist will present comprehensive reports on client drug utilization and spend, ensuring informed decision-making and optimal pharmaceutical care.

Special Consideration for Hepatitis C Treatment

Pharmaneek Inc is dedicated to collaborating with our clients, community medical and mental health programs, and public assistance programs to develop effective approaches for evaluating and managing Hepatitis C virus (HCV) disease.

Pharmaneek Inc will maintain an up-to-date Excel spreadsheet of all HCV treatments and patients, containing the necessary clinical data to risk stratify and prioritize treatment. Patient care will be managed in consultation with physicians specializing in chronic liver disease treatment.

- All incoming and returning incarcerated individuals are screened for the presence of the HCV antibody in accordance with State statute.
- A baseline clinical evaluation is conducted for all incarcerated individuals diagnosed with HCV within 90 days of arrival at the initial chronic care visit. This evaluation includes, at a minimum: an estimation of the earliest possible date of infection and a targeted history and physical examination to assess for signs and symptoms of liver disease.
- All infected patients, regardless of liver inflammation, are counseled regarding HCV disease. Counseling includes provision of information on HCV infection, transmission, avoiding transmission, the nature of the HCV disease and its long-term sequelae, and the pros and cons of treatment for HCV disease.

- All patients with HCV disease are offered vaccination against Hepatitis B and Hepatitis A, unless previous infection or vaccination has been documented, or the attending physician believes that vaccination is unnecessary or contraindicated. All patients with HCV disease are offered vaccination against pneumococcus once and against influenza annually.

- Pharmaneek staff will obtain informed consent for treatment prior to initiating treatment in accordance with *HCSD 1.30 Consent and Refusal.*

Pharmaneek's Approach to Hepatitis C Treatment

Pharmaneek Inc refers to the current, (at the time of evaluation), Federal Bureau of Prisons Evaluation and Management of Chronic Hepatitis C Virus (HCV) Infection, Clinical Practice Guidelines, (FBOP Guidelines) for recommendations in determining treatment options, diagnostic baseline and monitoring, and follow-up care. Consistent with the FBOP Guidelines, Pharmaneek Inc refers to the current (at the time of treatment), AASLD/IDSA guidance on the selection of the appropriate treatment regimen.

Treatment Review Process:
A patient identified, upon intake, who states HCV positive and/or currently receiving HCV treatment:

- Intake nurse notifies provider.
- Provider/nurse verifies diagnosis and prescriptions with external provider and/or pharmacy; if unable to verify, an HCV antibody test is ordered.
- Site Medical Director (SMD) and Regional Medical Director (RMD) are notified and consulted.
- If no clinical contraindications, treatment is continued
- Resident is entered into Chronic Care Clinic
- Refer to Psychiatry/Behavioral Health if history of mental health illness.

A patient entering client with no history of HCV or requesting to be tested/re-tested during incarceration:

- Upon intake, unless the patient opts out, a hepatitis antibody test will be done in RDU.
- If a patient requests to be tested/re-tested or it is clinically indicated during their incarceration, a hepatitis panel will be done.
- If HCV antibody positive, an HCV viral load will be drawn.
- Resident is educated and enrolled in the HCV chronic care clinic.
- Resident is evaluated for treatment as below.

Evaluation for Treatment for Newly Identified patients:

- Initial assessment, including hepatitis panel and baseline labs, is completed.
- SMD evaluates the patient for treatment by reviewing lab results and reviewing current FBOP Guidelines.
- SMD reviews results and full case with the RMD.
- RMD, with site level support, presents case for review and discussion to the Pharmaneek Inc Specialty Advisory Group.
- The Advisory Group reviews patient clinical data with RMD and discusses treatment, diagnostic, and follow-up options for the specific patient.

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- Site provider is responsible for determining appropriate patient care, writing orders as indicated, and providing follow-up care and monitoring of the patient.
- Refer to Psychiatry/Behavioral Health if history of mental health illness.

Ongoing monitoring and follow-up of HCV patients will be determined by the site provider, following the Pharmaneek Inc HCV Clinical Pathway, FBOP Guidelines and client standards.

Clinical Pharmacy Intervention Team

Pharmaneek Inc is committed to providing exceptional pharmaceutical services as evident by our robust clinical pharmacy division. We understand the value-added services that clinical pharmacy can provide. Pharmaneek Inc knows that when patients are properly managed with pharmaceuticals, patient care improves. As the Asheville Project found, **when pharmacy clinics were involved in the care of patients with hypertension and cholesterol, cardiovascular events reduced by nearly 50% and there was an overall 13% reduction in costs.**

Pharmaneek Inc's clinical pharmacists bring over 8 years of. They further distinguish themselves with board certifications, recognized as the gold standard for advanced practice qualifications. Our team includes board-certified specialists in HIV/Hepatitis C, Pharmacotherapy, Geriatrics, and Medication Therapy Management. These credentials enable our pharmacists to enhance patient outcomes through specialized care, which they apply daily.

Our clinical pharmacists' specialties are integrated into every layer of correctional care through several unique programs at Pharmaneek Inc. These programs are designed with three primary goals: ensuring patient safety, providing clinically appropriate therapy, and managing the formulary in a cost-effective manner.

How does Pharmaneek Inc apply these principles?

Our Clinical Pharmacy Intervention Program (CPIP) provides a focused-review on high dollar, RMD-approved, non-formulary medications. Alternately, Pharmaneek Inc's clinical pharmacists provide first level review of every non-formulary request if the Clinical Non-Formulary Review (CNFR) Program is selected by client.

What do these interventions mean to the overall improvement of healthcare?

- A patient with a newly diagnosed clot receives treatment at the right dose, as clinical pharmacists intervene to ensure the frequency and weight-based dose is correct.
- Reducing a patient's pill burden and nursing administration time.
- Applying pharmaceutical drug knowledge to a patient with multiple allergies and an infection that requires careful consideration of the right antibiotic.
- Providing a recommendation that would be safe for a patient with impaired renal function and avoid drug-drug interactions with the patient's HIV medications in order to treat a gout flare.
- Avoiding improperly renewed therapy without considering monitoring parameters and recommended duration of therapy, as a patient's liver function is assessed before considering continuation of an antifungal drug that has the potential to cause liver failure.

- A patient undergoing therapy for cancer receives the FDA-approved dosing, due to a clinical pharmacist intervening when an order for daily dosing was evaluated that should be given 21 days out of a 28-day cycle.
- Medication reconciliation for a patient who arrived at the client on "confirmed" medications, only for a clinical pharmacist to intervene by recognizing that the patient's anti-rejection medication was being dosed incorrectly.
- The aging patient population will be properly managed as national standards for geriatric patients are applied and pharmacokinetic changes are considered, as Pharmaneek Inc intervenes on a long-acting agent that can cause concerning low blood sugar for a patient with diabetes.

This program's benefits extend beyond improving clinical care. Pharmaneek Inc's active role in reviewing every single non-formulary order also means that they will assess if the best-value therapy was considered. **Pharmaneek Inc has documented over $10 million in cost avoidance through interventions in 2020.**

Another program that demonstrates the benefits of Pharmaneek Inc's clinical pharmacy team is the previously mentioned ePA, or Electronic Prior Authorization program. Pharmaneek Inc strives to achieve outcomes comparable to the community standard of care. This program focuses on specialty, high dollar, or high-risk medications and establishes more in-depth clinical criteria beyond the typical non-formulary review. A unique benefit to this program is that it provides a list of questions that assist the prescriber in knowing what clinical criteria is being evaluated for each specific medication. Our clinical pharmacists write the criteria that gives the provider the ability to know the latest clinical criteria and apply it to a specific patient.

A huge value in this program is that clinical pharmacy is in the unique position to be at the forefront of the latest clinical updates and market changes. We understand health care cannot be stagnant. Our programs allow for a dynamic process that continually researches and understands the market to provide the best possible care to our patients.

To understand how this helps improve the quality of care, we can outline the clinical criteria for one agent in this program.

- Atrovent is a short-acting antimuscarinic. According to the 2020 GOLD guidelines, antimuscarinics are preferred in specific patient populations. These agents can be either short-acting or long-acting. Short acting antimuscarinics may be considered for a limited number of patients that fall into Group A. If a patient is not in Group A, long-acting agents are generally preferred as they have been proven to improve symptoms, health status, and the effectiveness of pulmonary rehabilitation.

- It was decided to require an ePA approval for Atrovent because we want to ensure our patients are on the right therapy. Atrovent may be appropriate for the very few patients in Group A, but we would want to ensure a long-acting agent is considered for most patients. According to a 2016 study that investigated the prevalence of each GOLD category, only 8.2% of patients fell into the Group A category.

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After completing Pharmaneek Inc's clinical criteria questionnaire, the provider recognizes that a long-acting antimuscarinic is preferred over a short-acting agent. Our patient is now properly managed on an agent recognized to reduce exacerbations and related hospitalizations.

The last program we would like to highlight broadens the scope of the drug and brings the entire patient into focus with our Medication Therapy Management, or MTM, program. Here, the focus is on patient safety and therapeutic outcomes. We do not necessarily see pharmacy savings, but it can lead to overall health care savings. We believe robust healthcare requires working as a team. Pharmaneek is here to support the providers and serve the patients.

What is MTM?

- Pharmaneek Inc's clinical team has designed and implemented a systematic approach to evaluate medications for appropriateness, effectiveness, and safety.
- Within this initiative, the patient receives a Comprehensive Medication Review to address new or recurring medication-related problems.

Why do we do this?

- The goal of MTM is to ensure that patients receive the appropriate medication to achieve better health care outcomes.
- Multiple studies and articles report that MTM has been proven to show benefits.
  - The CDC's website states, "MTM is especially effective for patients with multiple chronic conditions, complex medication therapies, high prescription costs, and multiple prescribers."
  - Blue Cross/Blue Shield of Minnesota has studied MTM and found that when they pay for MTM services, they receive a Return on Investment of $12.15 per $1 of MTM services. This translated to reductions in healthcare costs per person of 31.5%.
- **We can provide this at no charge** in our unique setting because of three things - our collaboration with providers, our creative solutions to overcome challenges in corrections, and our commitment to patient care.

What can clinical pharmacists achieve through MTM?

- Correctional patients are managed by multiple providers, and MTM allows for a complete picture of a patient and assessment of their health conditions by a clinical pharmacist. With this approach, we can identify duplication of therapy and help manage over-prescribing.
- We evaluate polypharmacy and consider the prescribing cascade. This can be thought of as using a medication to treat a side effect of another medication. We will highlight an example to demonstrate why the Prescribing Cascade is important. A patient starts to have some pain and starts taking ibuprofen. After a few weeks, the patient begins to experience GI upset and heartburn that leads to taking pantoprazole. Heartburn is documented to occur in 3-9% of patients taking ibuprofen. It would be important to ask - Are we seeing a prescribing cascade with this patient.

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- The next established criteria we consider when identifying patients is the STOPP and START tools. These provide screening for older patients of potentially inappropriate therapy with the STOPP tool or the right treatment to begin with the START tool.

- We also apply the Beers Criteria. This criterion is established by the American Geriatrics Society and is considered the standard for listing medications that may be potentially inappropriate to use in older adults.

MTM allows us to accomplish targeted initiatives where we determine criteria on a high level and identify patients at a bird's eye view then focus on a specific patient. Our commitment to our patient's and the individualized care we provide through this program.

Pharmaneek Inc's experience in initiating and utilizing clinical pharmacy to improve quality of care is well documented and established. We continue to set our sights on continual growth as we challenge and support our clinical team to provide exceptional pharmaceutical care for our patients.

Providing Oversight for our Clients

Pharmaneek Inc will enlist licensed clinical pharmacists in each State to oversee our contract with the client. These pharmacists offer real-time guidance to prescribers regarding clinical recommendations for appropriate medication use, including adherence to formulary guidelines. Beyond serving as valuable drug information resources, our clinical pharmacists meticulously review each prescription order for clinical appropriateness, such as potential drug interactions and duplicative therapy. They also contribute significantly to formulary management and cost efficiency efforts. Their recommendations are evidence-based, tailored to individual patient needs, and communicated directly to the prescriber.

For the client, we believe our clinical pharmacist point-of-care intervention is essential. It is our unique practice to intercept potentially problem prescriptions before therapy is begun as is currently outlined in the RFP. Once a prescription is filled, it is much more difficult to affect a timely change in therapy. This is a negative aspect of providing retrospective review. Our clinical pharmacists document thousands in monthly averted costs by intervening with therapeutic recommendations at the point of care, rather than relying solely on retrospective chart reviews and drug utilization evaluations.

Case Management For High-Risk Patients

Our approach to case management for high-risk patients centers on the belief that coordinated care fosters wellness, cost-effectiveness, and patient satisfaction. Our overarching goal is to help patients maintain or regain health and functional ability within the appropriate facility or unit, using the most efficient means possible.

Central to our approach is patient engagement. We strive to provide patients with culturally relevant information, education, advocacy, and support to empower them in managing their own health. We prioritize proactive screening for common health conditions, offer regular immunizations, and address lifestyle factors like substance use and exercise.

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Our clinical teams engage patients in interactive encounters aimed at educating them about their conditions, risk factors, medications, and adherence strategies. Patients actively participate in designing their care plans, ensuring alignment with their needs and preferences.

In addition, our pharmacy program, facilitated by Pharmaneek Inc, offers multifaceted clinical services such as in-patient support, medication therapy management, chronic disease education, and initiatives to reduce polypharmacy. These programs are tailored to coordinate and enhance healthcare services for individuals facing significant chronic or life-limiting diagnoses.

Trend Analysis and Reporting

Pharmaceutical reporting for each facility location will be supplied and can be categorized or sorted to meet the goals of the client. Regular pharmacy reports for utilization, or special ad hoc reports, can be provided every month and upon request. Moreover, access to our secure, web-based, self-service reporting system will be provided to authorized client healthcare staff for data access and report generation. We have found this decreases the time from report request to production. Our reporting system facilitates time for clinical and corrections staff to better manage projects and reporting deadlines.

Pharmacy Reporting Services

We pride ourselves on in-depth and transparent reporting. Upon contract award, Pharmaneek Inc will collaborate with the client to determine the specific reports and their frequency for the contract. We provide utilization reports and incarcerated individual drug usage reports securely and electronically. We will provide standard reports on population health including number of patients and prescribing trends for patients prescribed. For example, typical monthly reports can include, but are not limited to the following:

- Monthly formulary by drug class – quantity, no. of Rx, and cost
- Monthly Non-formulary by drug class – quantity, no. of Rx, and cost
- Floor stock drug report by facility and with detailed summary
- Warehouse stock report by facility and with detailed summary
- Monthly Utilization report by facility
- Returns summary (reclamation) by facility to include drugs, cost, and quantity
- Monthly purchase summary (including copies of invoices)

Pharmaneek Inc commits to providing the client with dynamic and easily accessible data. Upon request, we will furnish raw pharmacy data in a format of the client's choice, allowing their staff to analyze it effectively. With our MedRoom platform, data export options include XML, CSV, PDF, Excel, TIFF file, Word, or MHTML formats. Additionally, our Tableau reports, accessible via a web-based analytics platform, empower users to leverage their data comprehensively, with export options including images, crosstabs, data, PDF, or PowerPoint formats. We are dedicated to working closely with the client to determine the most beneficial information to provide, ensuring seamless integration and maximum utility of the data provided.

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Integrated Reporting

Pharmaneek Inc's clinical pharmacists bring over 8 years of expertise. Our team includes board-certified specialists in HIV/Hepatitis C, Pharmacotherapy, Geriatrics, and Medication Therapy Management. These credentials enable our pharmacists to enhance patient outcomes through specialized care, which they apply daily.

Our clinical pharmacists' specialties are integrated into every layer of correctional care through several unique programs at Pharmaneek Inc. These programs are designed with three primary goals: ensuring patient safety, providing clinically appropriate therapy, and managing the formulary in a cost-effective manner.

Dynamic Drug Trends and Data Analysis on Tableau

Pharmaneek Inc will provide access to our pharmacy tableau dashboards that allow the user to see how their medication dollars are being spent. The user can look for trends, spend detail, and make decisions based on drug spend facts. Various types of dashboards will be available. Pharmaneek Inc's clinical pharmacist's clinical review, and data analysis are included in the dashboard as well. Sample dashboards are displayed below. The dashboard is powered by Tableau, one of the leading software packages in the data analytics industry.

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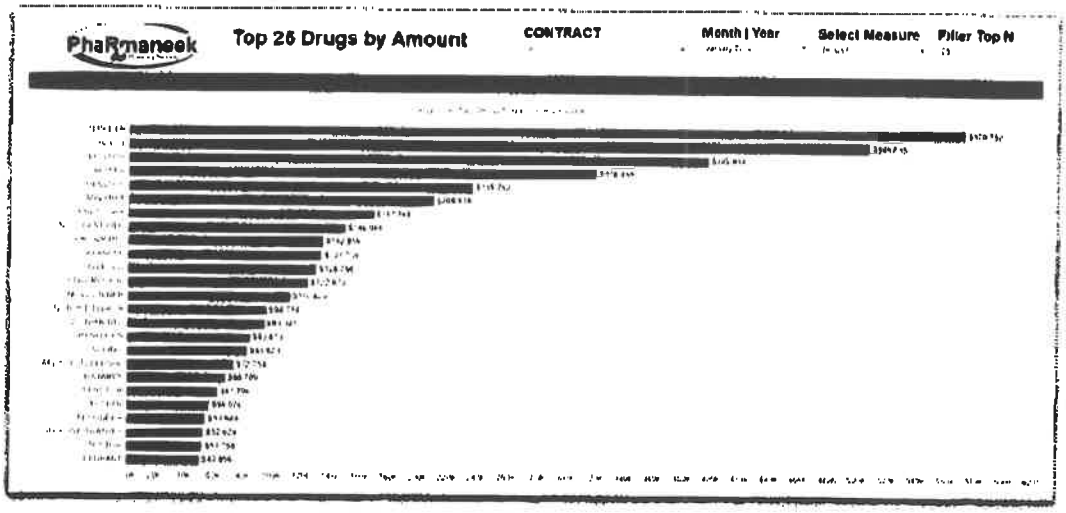
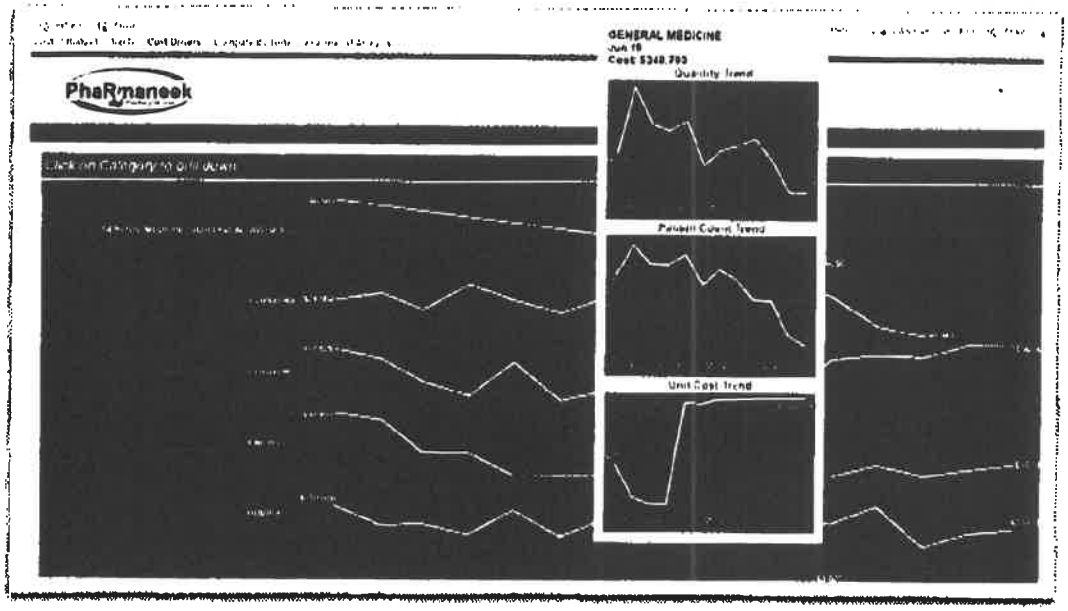
CONFIDENTIAL AND PROPRIETARY INFORMATION





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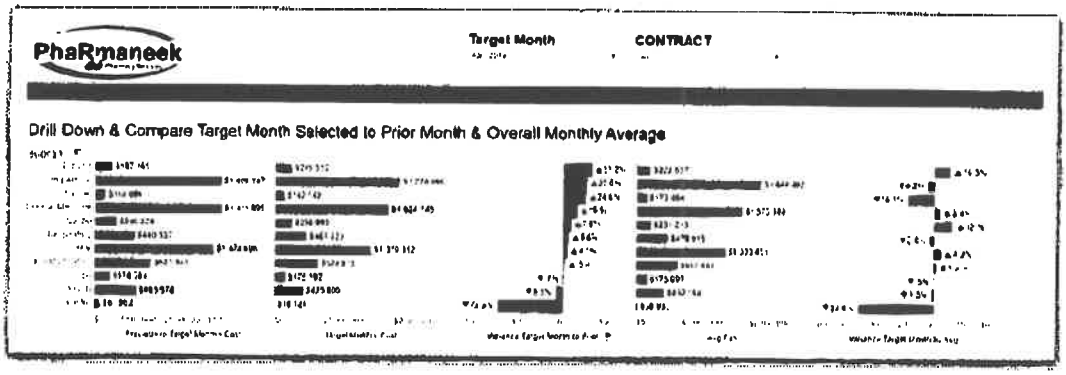
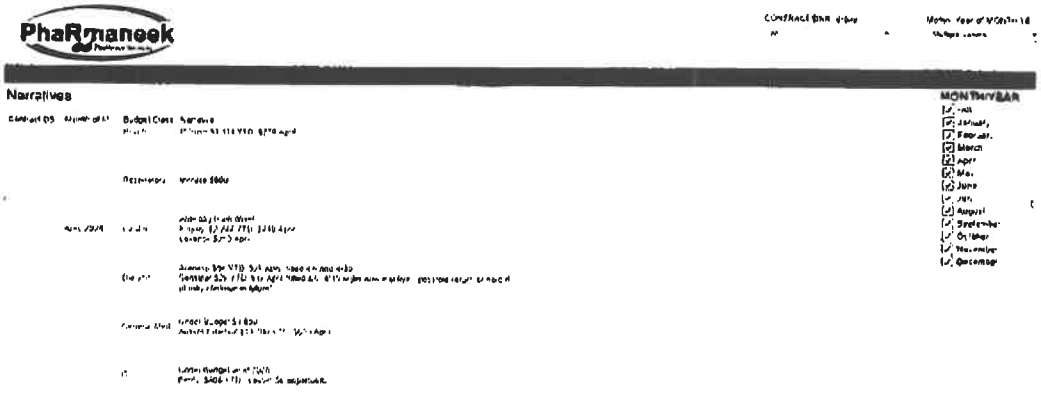
PhaRmaneek Pharmacy Services





END OF CONFIDENTIAL AND PROPRIETARY INFORMATION

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

State of West Virginia
Centralized Request for Quote
Service - Misc

Proc Folder: 1504036 **Doc Description:** REPACK OF PHARMACEUTICALS FOR PRESCRIPTION DRUG **Proc Type:** Central Master Agreement			**Reason for Modification:**
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2024-09-23	2024-10-08 13:30	CRFQ 0506 MCH2500000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name :
Address : 7345
Street : Woodland Drive, Suite A
City : Indianapolis
State : Indiana **Country :** US **Zip :** 46278
Principal Contact : Rick Singh
Vendor Contact Phone: 317-388-0800 **Extension:**

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X FEIN# 88-1196215 **DATE** October 1, 2024

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

ADDITIONAL INFORMATION
THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, BUREAU FOR PUBLIC HEALTH, OFFICE OF MATERNAL, CHILD AND FAMILY HEALTH, FAMILY PLANNING PROGRAM, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR REPACKAGING OF PHARMACEUTICALS FOR PRESCRIPTION DRUGS PER THE ATTACHED DOCUMENTS. ***QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS***

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		OFFICE OF HEALTH FACILITIES	
BPH - MATERNAL & CHILD HEALTH		160 JACOBSON DRIVE	
350 CAPITOL ST, RM 427		DOCK 11	
CHARLESTON	WV	POCA	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Doxycycline (or equal)100MG14 Tab/Caps vial 50 vials per pk	3500.00000	VIAL	427.50	1,496,250.00

Comm Code	Manufacturer	Specification	Model #
85121901			

Extended Description:
3.1.1 Doxycycline (or equal) 100 MG
14 tablets (or capsules)/vial, 50 vials per package

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		OFFICE OF HEALTH FACILITIES	
BPH - MATERNAL & CHILD HEALTH		160 JACOBSON DRIVE	
350 CAPITOL ST, RM 427		DOCK 11	
CHARLESTON	WV	POCA	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Metronidazole (or equal) 500MG 14 tab/vial, 50 vials per pk	3500.00000	VIAL	468.50 per pk	1,639,750.00

Comm Code	Manufacturer	Specification	Model #
85121901			

Extended Description:
3.1.2 Metronidazole (or equal) 500 MG14 tablets/vial, 50 vials per package

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES		OFFICE OF HEALTH FACILITIES	
BPH - MATERNAL & CHILD HEALTH		160 JACOBSON DRIVE	
350 CAPITOL ST, RM 427		DOCK 11	
CHARLESTON	WV	POCA	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Fluconazole(or equal)150MG 1 Pill Blister Pack	1000.00000	BOX	5.45 per bstr pk	5,450

Comm Code	Manufacturer	Specification	Model #
85121901			

Extended Description:
3.1.3 Fluconazole (or equal) 150 MG 1 Pill Blister Pack, 12 individual pouches per box

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2024-09-30

	Document Phase	Document Description	Page 4
MCH2500000001	Final	REPACK OF PHARMACEUTICALS FOR PRESCRIPTION DRUG	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Appendix A

Appendix B

References

1. Marion County Jail, Indianapolis, IN

Pharmaneek's comprehensive medication management services for correctional facilities demonstrate a commitment to ensuring the health and well-being of inmates. By providing daily medications, delivery, and refills for 2,400 inmates, Pharmaneek helps maintain continuity of care and supports adherence to prescribed treatment regimens. Additionally, supplying five days of medication at discharge facilitates a smooth transition for inmates re-entering the community, promoting medication adherence and reducing the risk of medication-related complications post-release. Pharmaneek's Medication Therapy Management (MTM) program further adds value by optimizing medication use, improving health outcomes, and ultimately saving jails money through enhanced medication management practices. Overall, Pharmaneek's services contribute significantly to the effective delivery of healthcare within correctional settings.

LSU
LOUISIANA STATE UNIVERSITY

2. Louisiana State University
   Dr. Abreo, Medical Officer
   313-875-7402

Pharmaneek prioritized the security of sensitive PHI (Protected Health Information) while providing rejection medication for patients at Louisiana State University for over three years. Safeguarding PHI is crucial to ensure patient privacy and comply with HIPAA regulations. By implementing robust security measures and protocols, Pharmaneek maintained the confidentiality, integrity, and availability of patient health information throughout the medication provisioning process. This dedication to data security contributes to building trust with healthcare partners and patients while upholding ethical standards in healthcare delivery.

East Alabama Health

3. East Alabama Medical Center
Mr. Chuck Beams
2000 Pepperell Parkway Opelika, AL 36801
(334) 319-3473

Softbir leveraged its ApkaMD EHR system to support the vaccination efforts in Alabama. By implementing a self-scheduling feature, residents were empowered to conveniently check their eligibility and schedule their vaccinations, streamlining the process and improving access to healthcare services. Additionally, Softbir's integration with the Alabama Public Health Department facilitated the tracking of 80,000 vaccines, ensuring accurate data reporting and effective management of vaccination campaigns. The inventory interface provided to super administrators further enhanced transparency and oversight by enabling real-time monitoring of vaccine supplies and distribution. Overall, Softbir's innovative solutions played a vital role in facilitating the vaccination process and promoting public health initiatives in Alabama.

Appendix C

DRUG-FREE WORKPLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____Pharmaneek_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

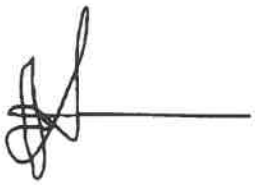
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Offeror's Signature

05-17-24

Date

Appendix D

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pharmaneek Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7345 Woodland Dr., Suite B

Requester's name and address (optional)

6 City, state, and ZIP code
Indianapolis, IN 46278

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 0 - 0 6 8 5 8 6 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 05/21/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding.

E-SIGN

Appendix E

Appendix F

Pharmaneek Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into as of the effective date of the Proposal (the "Effective Date") by and between the client identified on the Proposal ("Covered Entity") and Softbir, Inc. ("Business Associate").

WITNESSETH:

Covered Entity has engaged Business Associate to provide certain functions, activities, and services (collectively "Services") to Covered Entity, as described in the Proposal and all attached Exhibits. In order for Business Associate to perform the Services required by the Service Agreement, Covered Entity will make available and/or transfer to Business Associate certain Protected Health Information and Electronic Health Information (collectively, "PHI") that is confidential and must be afforded special treatment and protection pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule (collectively "HIPAA Rules"), found in Part 160 and Part 164 of title 45 of the Code of Federal Regulations ("CFR").

Business Associate will create, have access to and/or receive from Covered Entity (or on behalf of Covered Entity) certain PHI that can be used or disclosed only in accordance with this Agreement and the Privacy Rule.

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement in compliance with HIPAA, the HIPAA Rules, and other applicable laws.

As part of the Privacy Rule, Covered Entity must enter into a contract with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Agreement, prior to the disclosure of PHI.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

ARTICLE I.
Definitions

1.1. Meaning of Terms.

The following terms shall have the meaning ascribed to them in this Section:

(a) **BREACH** means the acquisition, access, use or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI.

(b) **DESIGNATED RECORD SET** means a group of records maintained by or for Covered Entity that is: (a) the medical records and billing records about individuals maintained by or for a covered health care provider; (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) used in whole or in part, by or for Covered Entity to make decisions about individuals. For these purposes, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Entity.

(c) **ELECTRONIC PROTECTED HEALTH INFORMATION ("EPHI")** means Protected Health Information that is transmitted or maintained by or in electronic media, as defined in 45 CFR § 160.103.

(d) **HHS** means the United States Department of Health and Human Services.

(e) **HIPAA RULES** means the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164.

(f) **INDIVIDUAL** means the person who is the subject of the PHI, and shall have the same meaning as the term "individual" as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(g) **LIMITED DATA SET** has the same meaning as the term "limited data set" in 45 CFR § 164.514(e)(2).

(h) **PARTIES** means Business Associate and Covered Entity.

(i) **PRIVACY RULE** means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR § 160 and § 164, as amended.

(j) **PROTECTED HEALTH INFORMATION ("PHI")** has the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. References to PHI shall include EPHI.

(k) **REQUIRED BY LAW** has the same meaning as the term "required by law" in 45 CFR § 164.103.

(l) **SECRETARY** means the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.

(m) **SECURITY INCIDENT** has the same meaning as the term "security incident" in 45 CFR § 164.304, which generally means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(n) **SECURITY RULE** means the Security Standards for Protecting Electronic Health Information at 45 CFR § 160, § 162 and § 164, as amended.

(o) **SUBCONTRACTOR** has the same meaning as the term "subcontractor" in 45 CFR § 160.103, which generally means a person to whom Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of Business Associate.

(p) **TRANSACTION STANDARDS** means the standards adopted by the Secretary under 45 CFR Part 162.

(q) **UNSECURED PHI** has the same meaning set forth at 45 CFR § 164.402, as amended, and generally means PHI that is not secured through the use of technologies and methodologies that render such PHI unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance.

1.2. Other Terms. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160, 162, and 164. Any reference to a regulation or section in the Code of Federal Regulations shall include any corresponding regulation subsequently issued regardless of the date of issue.

ARTICLE II.
General Terms

2.1. Interpretation of Provisions. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules (as may be expressly amended from time to time by the HHS or as a result of final interpretations by HHS, an applicable court, or another applicable regulatory agency with authority over the Parties), the HIPAA Rules shall prevail.

2.2. Provisions Permitted by HIPAA Rules. Where provisions of this Agreement are different from those mandated by the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of the Agreement shall control.

2.3. Conflicts with Services Agreement. In the event of an inconsistency between the provisions of this Agreement and the Services Agreement, the provisions of this Agreement shall prevail.

ARTICLE III.
Obligations and Activities of Business Associate

3.1. Limits on Use and Disclosure. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law. Further, Business Associate shall use and disclose PHI in accordance with Covered Entity's Notice of Privacy Practices as provided by Covered Entity to Business Associate pursuant to Section 6.1.

3.2. Safeguards. Business Associate agrees to use reasonable and appropriate administrative, physical, and technological safeguards to: (I) prevent use or disclosure of the PHI other than as provided for by this Agreement; and (II) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate represents and warrants that it has implemented, and during the term of this Agreement shall maintain, comprehensive written privacy and security policies and procedures and the necessary administrative, technical, and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities. Business Associate will comply with the Security Rule requirements set forth in Subpart C of 45 CFR Part 164, all of which are hereby incorporated into the Agreement.

3.3. Application of Privacy Provisions. Business Associate may use and disclose PHI that Business Associate obtains or creates only if such use or disclosure is in compliance with each applicable requirement of 45 CFR § 164.504(e), relating to business associate agreements. The HIPAA Rules that relate to privacy and that are made applicable with respect to Covered Entity and Business Associate are hereby incorporated into this Agreement.

3.4. Mitigation of Harm. Business Associate agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate, or any agent or Subcontractor of Business Associate, in violation of the requirements of this Agreement or the HIPAA Rules.

3.5. Report of Improper Use or Disclosure or of Security Incidents. Business Associate agrees promptly to report to Covered Entity any breach of security, intrusion, or unauthorized use or disclosure of the PHI not provided for by this Agreement, or any Security Incident of which Business Associate (or any of its agents or Subcontractors) becomes aware. Such report shall be in writing and shall be reported to Covered Entity as soon as practicable after Business Associate becomes aware of such use or disclosure or Security Incident. Business Associate shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3.6. Report of Breach of Unsecured PHI. In addition to the general obligations of Business Associate under Section 3.5 regarding reporting the improper use or disclosure of PHI and Security Incidents, Business Associate shall also promptly notify Covered Entity of a Breach of Unsecured PHI. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate. Business Associate's notification shall be in writing and shall include identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been subject to the Breach. Business Associate shall include the following information in its notification of Breach to Covered Entity:

(a) A description of the Breach, including the date of the Breach and the date of the discovery of the Breach, if known;

(b) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, credit card numbers, diagnosis, disability code or other types of PHI were involved);

(c) Any steps that individuals should take to protect themselves from potential harm resulting from the Breach;

(d) A description of what Business Associate is doing to investigate the Breach, to mitigate the harm to individuals and to protect against further Breaches; and

(e) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, website, or postal address.

In the event that some of the above listed information is not known by Business Associate at the time of notification of Covered Entity of the Breach, Business Associate shall provide such information to Covered Entity as soon as it becomes available to Business Associate, but in no event later than thirty (30) days after Business Associate discovers such Breach. Business Associate shall also provide such assistance and further information with regard to the Breach to Covered Entity as reasonably requested by Covered Entity in order for Covered Entity to timely meet its notice obligations to individuals, the media, and/or the Secretary, as applicable, under 45 CFR §§ 164.404, 164.406, and 164.408. If a notification, notice, or posting required by the Breach Notification Rule would impede a criminal investigation or cause damage to national security, such notification shall be delayed as required by law enforcement pursuant to 45 CFR § 164.412.

3.7. Agents and Subcontractors. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, including a Subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI. Such written agreement shall also require the agent or Subcontractor to implement reasonable and appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.8. Availability of Internal Practices, Books and Records. Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI received from, or received by Business Associate on behalf of Covered Entity available to the Secretary in a time and manner designated by the Secretary, for purposes of determining Covered Entity's compliance with the HIPAA Rules. Business Associate shall notify Covered Entity, in writing, of any request by the Secretary under this Section.

3.9. Access to Records.

(a) Business Associate shall provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 CFR § 164.524 with regard to providing an individual with a right to access the individual's PHI.

(b) Business Associate shall, at the request of Covered Entity and in the time and manner designated by Covered Entity, make PHI maintained by Business Associate available to Covered Entity, or as directed by Covered Entity, to a person or entity other than an individual, for use and disclosure pursuant to a valid written authorization and maintain appropriate documentation for the period, including, but not limited to, copies of any written authorization by an individual or his or her legal representative, to enable Covered Entity to fulfill its obligations under the Privacy Rule, including but not limited to 45 CFR § 164.508.

(c) If any individual requests access to, or the release pursuant to an authorization or otherwise of, PHI directly from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity in writing within three (3) days of the request. Covered Entity shall have sole authority and responsibility to approve or deny such a request, and shall notify Business Associate, in writing, of its decision to approve or deny any such request.

3.10. Amendments to PHI. Business Associate agrees, in the time and manner designated by Covered Entity, to make PHI in a designated record set available for any amendments that Covered Entity agrees to make pursuant to 45 CFR § 164.526 or to otherwise allow Covered Entity to comply with its obligations under 45 CFR § 164.526. If any individual requests an amendment of PHI contained in a Designated Record Set directly from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity in writing within three (3) days of the request. Covered Entity shall have sole authority and responsibility to approve or deny such a request, and shall notify Business Associate, in writing, of its decision to approve or deny any such request.

3.11. Documentation and Accounting of Disclosures.

(a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Such documentation shall be kept with regard to all disclosures of PHI except the disclosures described in 45 CFR § 164.528(a)(1). For each such disclosure, Business Associate shall document the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure.

(b) Business Associate shall provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Subsection (a) of this Section of this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. In the event that a request for an accounting is delivered directly to Business Associate or its agent or Subcontractor by an individual or a party other than Covered Entity, Business Associate shall within three (3) days of such request forward it to Covered Entity in writing. Business Associate shall, unless otherwise directed by Covered Entity or as Required By Law, supply an accounting of disclosures of PHI only to Covered Entity.

3.12. Disclosure of Minimum PHI. Business Associate shall comply with the minimum necessary standard set forth in 45 CFR §164.502(b) when using, disclosing, or requesting PHI from Covered Entity or other third party, and shall use, disclose, or request the minimum PHI necessary to accomplish the intended purpose of the use, disclosure, or request.

3.13. Training. Business Associate shall provide appropriate training to its workforce in security, privacy, and confidentiality issues and regulations relating to PHI.

3.14. Response to Subpoena. Business Associate shall promptly notify Covered Entity if it receives a subpoena or other legal process seeking the disclosure of PHI. Business Associate agrees to allow Covered Entity to control the response to any such subpoena or legal process.

3.15. Notification of Claims. Business Associate shall promptly notify Covered Entity upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions arising out of or related to this Agreement or the PHI, regardless of whether Covered Entity and/or Business Associate are named as parties in such claims, demands, causes of action, lawsuits, or enforcement actions.

3.16. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers, or employees based upon a claimed violation of HIPAA, the HIPAA Rules, or other laws relating to security and privacy, except where Business Associate or its Subcontractor, employee, or agent is named as an adverse party.

3.17. Recordkeeping and Document Retention. Business Associate shall retain any documentation it creates or receives relating to its duties under this Agreement for the duration of this Agreement. Covered Entity shall have the right to reasonably access and copy and such documentation during the term of the Agreement. At the termination of this Agreement, Business Associate shall, at Covered Entity's election, return or, if feasible, destroy all such documentation.

3.18. Transaction Standards. If Business Associate conducts any transaction for Covered Entity for which a standard has been adopted by the Secretary under 45 CFR Part 162, the following shall apply:

(a) Business Associate, its agents, and Subcontractors, shall conduct all transmissions of data required under the Agreement that are subject to the Transaction Standards in compliance with the Transaction Standards, as they may be amended from time to time. With respect to any such Transactions, neither Party shall: (i) change the definition, data condition, or use of a data element or segment in a Transaction Standard; (ii) add any data elements or segments to the maximum defined data set; (iii) use any code or data elements that are either marked "not used" in the Transaction Standard's implementation specification(s) or are not in the Transaction Standard's implementation specification(s); or (iv) change the meaning or intent of the Transaction Standard's implementation specification(s).

(b) Each Party, at its own expense, shall provide and maintain the hardware, software, services and testing necessary to effectively and reliably conduct the applicable Transaction Standards.

3.19. Restrictions on Remuneration, Marketing, and Fundraising. To the extent the Agreement would otherwise allow Business Associate to receive remuneration for PHI, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935(d). To the extent that Business Associate is otherwise authorized under this Agreement to communicate about a product or service, it shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a). To the extent that Business Associate is otherwise authorized under this Business Associate Agreement to make a fundraising communication, it shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) and 45 CFR § 164.514(f).

ARTICLE IV.
Permitted Uses and Disclosures by Business Associate

4.1. Use or Disclosure to Perform Functions, Activities, or Services. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform those functions, activities, or services that Business Associate performs for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Any such use or disclosure shall be limited to those reasons and those individuals as necessary to meet the Business Associate's obligations. In all circumstances, Business Associate shall limit such uses and disclosures to the minimum amount of PHI that is necessary to fulfill those obligations.

4.2. Disclosures to Workforce. Business Associate shall not disclose PHI to any member of its workforce unless necessary to fulfill a purpose described in Section 4.1 and unless Business Associate has advised such person of Business Associate's obligations under this Agreement and of the consequences for such person and for the Business Associate of violating this Agreement.

4.3. Appropriate Uses of PHI. Except as otherwise limited in this Agreement, Business Associate may use PHI for the following purposes: (a) the proper management and administration of the Business Associate; (b) or to carry out the legal responsibilities of the Business Associate; (c) to report violations of the law to appropriate Federal and State authorities consistent with 45 CFR § 164.502(j)(1); or (d) as Required By Law.

4.4. Appropriate Disclosures of PHI; Confidentiality Assurances and Notification. Except as otherwise limited in this Agreement, Business Associate may disclose PHI to a third party to carry out the functions described in in this Agreement or for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.5. Data Aggregation Services. If Business Associate provides data aggregation services, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as otherwise provided by this Agreement.

ARTICLE V.
Obligations of Covered Entity

5.1. Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

5.2. Change or Revocation of Permission. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures. Business Associate shall comply with any such changes or revocations.

5.3. Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522. Business Associate shall comply with any such restrictions.

5.4. No Request to Use or Disclose in Impermissible Manner. Except as necessary for the management and administrative activities of the Business Associate as allowed in Sections 4.3 and 4.4, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

ARTICLE VI.
Term and Termination

6.1. Term. The Term of this Agreement shall be effective as of the date first documented above, and shall terminate when all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

6.2. Termination with Cause. Upon either Party's knowledge of a material breach by the other Party, the non-breaching Party, in its discretion, may take either or both of the following actions:

(a) Provide an opportunity (in a reasonable time frame determined by the non-breaching Party) for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation, terminate this Agreement; or

(b) Immediately terminate this Agreement if the breaching Party, in the non-breaching Party's discretion, has breached a material term of this Agreement and cure is not possible.

If termination of this Agreement is not feasible, the non-breaching Party shall report the breach to the Secretary.

6.3. Judicial or Administrative Proceedings. Either Party may terminate this Agreement and any other agreement or relationship between the Parties related to the Services by written notice to the other Party, effective immediately, if: (a) the other Party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Rules, or other security or privacy laws; or (b) a finding or stipulation that the other Party has violated any standard or requirement of HIPAA, the HIPAA Rules, or any other security or privacy laws is made in any administrative or civil proceeding in which the Party has been joined.

6.4. Changes in Law. In the event of passage of a law or promulgation of a regulation or an action or investigation by any regulatory body which would prohibit the relationship between the Parties, or the operations of either party with regard to the subject of this Agreement, the Parties shall attempt in good faith to renegotiate the Agreement to delete the unlawful provision(s) so that the Agreement can continue. If the Parties are unable to renegotiate the Agreement within thirty (30) days, the Agreement, and any other agreement or relationship between the Parties related to the Services shall terminate immediately, upon written notice of either party.

6.5. Effect of Termination.

(a) Except as provided in paragraph (b) of this Section 6.5, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. If Business Associate is directed to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

(b) In the event that Business Associate determines that it is necessary to retain some or all of the PHI to continue its proper management and administration or to carry out its legal responsibilities, Business Associate shall provide to Covered Entity written notification of such need. Business Associate may retain only the PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, but Business Associate shall return or destroy all other PHI pursuant to Section 6.5(a). With regard to any retained PHI, Business Associate shall not use or disclose such PHI other than for the purposes for which the PHI was retained and subject to the same conditions set forth in this Agreement that applied prior to this Agreement's termination. Business Associate shall return or destroy the retained PHI pursuant to Section 6.5(a) when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

ARTICLE VII.
Miscellaneous

7.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the Parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other Party.

7.2. Property Rights. All PHI shall be and remain the exclusive property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

7.3. Preemption of Other Agreements and Liability Limitations/Exclusions. Any limitations on liabilities or exclusions from liability previously agreed upon by the Parties, whether

written or oral, shall not be applicable to breaches of this Agreement, HIPAA, the HIPAA Rules, and other confidentiality and privacy requirements regarding PHI under this Agreement. To the extent that any provision of this Agreement conflicts with any other agreement between the Parties, whether written or oral, the provisions of this Agreement shall govern. Furthermore, and by way of example and not limitation, the termination provisions of this Agreement shall supersede the termination provisions of any other agreement, including, but not limited to, any limitations on terminating any other agreement (such as notice periods) or any provisions requiring a period to cure.

7.4. Right to Cure. Business Associate agrees that Covered Entity has the right, but not the obligation, to cure any and all breaches of Business Associate's privacy, security and confidentiality obligations under this Agreement.

7.5. Survival. The respective rights and obligations of Business Associate under Section 6.5 of this Agreement shall survive the termination of this Agreement.

7.6. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and the HIPAA Rules.

7.7. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

7.8. Entire Agreement. This document, together with any written schedules, amendments, and addenda, constitute the entire agreement of the Parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein.

7.9. Governing Law. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana to the extent that the provisions of HIPAA or the HIPAA Rules do not preempt the laws of the State of Indiana.

7.10. Modifications. Any modifications to this Agreement shall be valid only if made in writing and signed by a duly authorized agent of both Parties.

7.11. Notice. Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested to the main offices of the other party.

7.12. Severability. The Parties agree that if a court determines, contrary to the intent of the Parties, that any of the provisions or terms of this Agreement are unreasonable or contrary to public policy, or invalid or unenforceable for any reason in fact, law, or equity, such unenforceability or validity shall not affect the enforceability or validity of the remaining provisions and terms of this Agreement. Should any particular provision of this Agreement be held unreasonable or unenforceable for any reason, then such provision shall be given effect and enforced to the fullest extent that would be reasonable and enforceable.

7.13. Waiver of Breach. No failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any breach shall constitute a waiver of any prior, concurrent, or subsequent breach.

7.14. Titles. Titles or headings are used in this Agreement are for reference only and shall not have any effect on the construction or legal effect of this Agreement.

7.15. Independent Contractors. For purposes of this Agreement, Covered Entity and Business Associate are and will act at all times as independent contractors. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship other than that of independent entities contracting with each other for the purpose of effecting this Agreement. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the Parties.

7.16. No Third-Party Beneficiaries. It is the intent of the Parties that this Agreement is to be effective only in regards to their rights and obligations with respect to each other. It is expressly not the intent of the Parties to create any independent rights in any third party or to make any third-party beneficiary of this Agreement and no privity of contract shall exist between third parties and each party.

Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

Signature Page Follows

Pharmaneek Business Associate Agreement

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed and delivered this Agreement with the intent to be bound as of the Effective Date.

CLIENT

Signature: _____

Printed: _____

Title: _____

Date: _____

Pharmaneek, Inc.

Signature: _____

Printed: _____

Title: _____

Date: _____

Appendix G

PhaRmaneek
Pharmacy Services

Affirmative Action

Affirmative action laws and policies in the United States are designed to address historical inequalities and ensure equal opportunities in education, employment, and other areas for underrepresented groups. These laws and policies vary by state and are subject to change based on legislative and judicial decisions. Here's an overview of how a company like Pharmaneek Inc, which follows all state affirmative action laws and policies, would navigate these regulations:

1. **Federal Compliance:**
    - **Title VII of the Civil Rights Act of 1964:** Prohibits employment discrimination based on race, color, religion, sex, or national origin.
    - **Executive Order 11246:** Requires federal contractors and subcontractors to take affirmative action to ensure equal employment opportunities.
    - **Americans with Disabilities Act (ADA):** Prohibits discrimination against individuals with disabilities in all areas of public life.
2. **Adjusting Policies Based on Local Regulations:**
    - **Recruitment:** Pharmaneek Inc would implement targeted recruitment strategies in states where affirmative action is permitted, such as partnering with minority-serving institutions and participating in job fairs focused on underrepresented groups.
    - **Hiring Practices:** The company would use diverse hiring panels and structured interviews to minimize bias, ensuring compliance with state laws that mandate equal opportunity without explicitly considering race or gender.
    - **Training and Development:** Pharmaneek Inc would offer diversity and inclusion training to all employees and create mentorship programs aimed at supporting underrepresented groups, aligning with both federal guidelines and permissible state policies.

By carefully navigating these regulations, Pharmaneek Inc can ensure compliance with affirmative action laws across different states while promoting a diverse and inclusive workplace.

Appendix H

Department of Pharmacy

QUALITY PLAN

QUALITY COMMITMENTS

Aligned with Stellar Hospital Patient Safety and Quality Improvement Plan, the Pharmacy Quality Improvement Process will consistently reflect Stellar Hospital commitment to:

- Create a patient and family centered healing experience through the provision of excellent care, quality service, and partnership among physicians and caregivers.
- Encourage patients and families involvement in quality improvement activities.
- Promote and maintain a values-based organizational culture committed to caring through excellence that supports continuous quality improvement.
- Enhance operational excellence including clinical outcomes, financial outcomes and patient satisfaction.
- Systematically identify and prioritize quality improvement opportunities.
- Create a "just" environment that supports the identification and reporting of adverse events and/or near misses.
- Apply external standards and/or references for benchmarking performance.
- Utilize assessment activities as the basis for developing and implementing action plans responsive to findings.
- Communicate results of quality improvement activities to and across all levels of the organization.
- Provide resources required for performance improvement and change management including access to information and training.
- Leadership evaluating of the effectiveness of staff to promote safety and quality through Stellar Hospital's Performance Planning and Evaluation

AUTHORITY / RESPONSIBILITY

A. The vice-president of operations is responsible for the development and provision of a coordinated system for evaluating the overall quality of departments, nursing care, and patient care programs which are integrated with the hospital/system. The vice-president receives reviews and acts upon a summary quarterly report regarding the effectiveness of operations' quality improvement activities. In so doing, the vice-president empowers appropriate cross-functional teams, and supports and fosters a commitment to continuous quality improvement throughout the division.

B. The leadership of the operations division is accountable for the effective implementation of an integrated, comprehensive, quality improvement effort specific to their department / division/unit.

They provide feedback via the report to Patient Safety & Quality Improvement Council on the implementation of recommendations. Directors/managers ensure participation of staff members who are most appropriate to the specific quality improvement efforts, and oversee the quality improvement processes including data collection and analysis, problem identification, plan of action development, monitoring methodology and activities, and communications to staff.

- establishment of indicators aligned with CHE key performance indicators and Stellar Hospital's operations annual goals, as necessary;
- implementation of plans of action to improve the quality of care/service;
- communication of results of qi efforts to staff;
- review of all patient adverse events;
- recognition of excellence & successes in patient care/operations

C. It is the expectation that Stellar Hospital's operations division staff members will provide quality care/service in accordance with established policies and procedures; identify and report problems or issues of safety which impede the delivery of quality patient care and service; participate in problem solving and improvement efforts individually or as a member of a quality improvement team; assist with documentation of area specific quality improvement activities as necessary; and support all aspects of Stellar Hospital operations division's quality improvement efforts.

DEPARTMENT LEVEL PLAN

The Pharmacy Department Director is responsible for establishing and implementing a Pharmacy Department performance improvement plan. The plan shall integrate Pharmacy Department quality assessment/improvement, continuous quality improvement (CQI) and quality control activities into a system that will foster improvement in patient care. The Pharmacy Department Director also shall delegate responsibilities for monitoring, action, evaluation and reporting.

PURPOSE/OBJECTIVE:

The Pharmacy Department participates in a hospital wide performance improvement (PI) program designed to monitor, evaluate and improve the quality, appropriateness and outcomes of clinical services by:

- Planning, designing, measuring, assessing, improving new or revised processes of patient care and service,
- Identifying opportunities through continuous assessment of systems and processes of care through a collaborative, interdisciplinary focus,
- Implementing solutions and actions which will bring about the desired changed, to
- Facilitate a positive patient outcome, while
- Maintaining a safe environment of personnel, patients and visitors.

PERFORMANCE ACTIVITIES:

O_PHARMACY QUALITY IMPROVMENT PLAN.DOCX

The performance improvement program for the Pharmacy Department shall monitor priority focus areas and processes of care which are felt to be high risk, high volume, have demonstrated a trend toward potential negative patient outcome (problem prone) and/or that involve risks that may result in sentinel events or have been identified through the continuous quality improvement (CQI) process as an area where a system or process of patient care may be improved.

Additional indicators will be identified and chosen for monitoring through a collaborative effort utilizing information obtained from all areas of Nursing Services, administration, medical staff evaluation, regulatory body reports, patient care questionnaires and other clinical services throughout the facility, as appropriate.

Proposed processes for assessment include, but are not limited to:

- Medication errors - wrong drug, dosage, time, route or rate of administration; wrong patient; omission, duplication or administration without an order
- Adverse reaction to medication
- Medication order filled incorrectly
- STAT medication not sent within time frames established by department
- Controlled substance diversion
- Occurrences that have an adverse result on a patient
- Equipment breakage/failure that has an adverse result on a patient
- Equipment not available
- Security incident
- Expired, recalled or otherwise unusable drug dispensed
- Formulary management
- Labeling of drugs
- Patient/family education
- Drug recall measures
- Research investigational drugs
- Surveillance, prevention and control of infection
- Instrument preventive maintenance and safety assessments
- Patient confidentiality
- Sentinel event reduction and elimination
- Patient satisfaction
- Technical quality control activities

Performance monitoring of identified processes are subject to change due to the collaborative process outlined above.

RESPONSIBILITY:

The Pharmacy Department Director reports Pharmacy Department performance improvement activities to the hospital wide Patient Safety & Quality Improvement Council for review and recommendations.

Topic	Identified by	Improvement Opportunity
Smart Infusion Pumps	Smart Pump Implementation Project Team	Complete reports workshop, revise drug library and develop plan for 2014 roll out of Symbiq pumps across partner hospitals.
Smart Infusion Pumps	NICU / Pharmacy PI work group	Implement a Hard Upper Stop for all drugs in the Medfusion drug library. Develop a process, to work with the regional NICU to improve the functionality of the pumps and standardize across the region.
Sterile Compound Preparation	Literature reports of Compounding Pharmacy prectices	Review the Guidelines for Safe Preparation of Sterile Compounds from ISMP Safety Summit: perform gap analysis and implement identified practice changes
Med Related Requirements for Improvement	Joint Commission Survey Report	Complete follow up / monitor compliance.
Value Based Purchasing (VBP)	Hospital wide strategic initiative	Strengthen pharmacy involvement in med related aspect of VBP to support improved outcomes i.e. VTE, CHF, SCIP, readmissions

Appendix I

DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420

4/26/2022
In Reply Refer To: **00VE**

Mr. Jude J. Momodu
Vetglobal LLC
SAM UEI: C1M5K7KLHME3
3737 N. Meridian St., Ste. 501
Indianapolis, IN 46208

Dear Mr. Momodu:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Vetglobal LLC has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at https://www.vetbiz.va.gov/. Vetglobal LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Vetglobal LLC's continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote Vetglobal LLC's verified status, you may use the following link to download the logo for use on marketing materials and business cards: https://www.va.gov/OSDBU/docs/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: http://www.va.gov/osdbu/verification/whatsNext.asp.

To ensure that Vetglobal LLC is correctly listed in the Vendor Information Pages, check Vetglobal LLC's profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Vetglobal LLC is presently, as of the issuance of this notice, in compliance with the regulation, Vetglobal LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within 30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Vetglobal LLC being removed from the VIP Verification Program.

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Vetglobal LLC's verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If Vetglobal LLC receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Vetglobal LLC discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Vetglobal LLC being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

John Perkins
Director
Center for Verification and Evaluation

Appendix J

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.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ MCH2500000001
BID OPENING DATE: October 8, 2024
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

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: October 8, 2024 at 1:30 PM ET

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 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: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

From: 10/07/2024 23:06 #853 P.063

From: 10/07/2024 23:06 #853 P.064

From: 10/07/2024 23:06 #853 P.065

From: 10/07/2024 23:06 #853 P.066

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: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as three (3)), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 _____ 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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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.

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☐

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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 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 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: $1,000,000.00 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.

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9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

☑ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 www.state.wv.us/admin/purchase/privacy.

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.c, 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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

   1. 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

   2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) Rick Singh, Bidding Operations

(Address) 7345 Woodland Dr., Sutle A

(Phone Number) / (Fax Number) 317-293-1700

(email address) rick@pharmaneek.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Vet Global LLC DBA Pharmaneek Pharmacy
(Company)

(Signature of Authorized Representative)

Rick Singh, Bidding Operations
(Printed Name and Title of Authorized Representative) (Date)

317-293-1700
(Phone Number) (Fax Number)

rick@pharmaneek.com
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ MCH2500000001

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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5
- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Vet Global LLC DBA Pharmaneek Pharmacy
Company

Authorized Signature

10-7-2024
Date

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

REQUEST FOR QUOTATION
CRFQ MCH2500000001
Repack of Pharmaceuticals for Prescription Drugs

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health, Bureau for Public Health, Office of Maternal, Child and Family Health, Family Planning Program and any other state agency that desires to utilize this contract to establish an open-end contract for pharmaceutical repackaging for prescription drugs. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all fifty-five (55) counties.

   NOTE: Delivery Orders issued from contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of "Attachment 1: Federal Funds Addendum"

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 Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

   2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

   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.

3. **GENERAL REQUIREMENTS:**

   3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

      3.1.1 **Doxycycline (Monohydrate)(or equal) will be one hundred (100) mg, fourteen (14) tablets/capsules per vial; fifty (50) vials per package.**

         3.1.1.1 Vendor will purchase and repackage Doxycycline (or equal).

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3.1.1.2 Vendor will purchase generic drug unless agency requests specific brand name.

3.1.1.3 Vendor will provide Doxycycline (or equal) in unit-of-use doses.

3.1.1.4 Vendor will package and supply Doxycycline (or equal) in amber or opaque tamper-proof plastic prescription vials. The size of the prescription vial will be specific to Doxycycline (or equal) to prevent pharmaceuticals from moving during shipment.

3.1.1.5 Vendor will provide vials with external, clear plastic seal around the top of each to prevent tampering before pharmaceuticals are delivered to the client.

3.1.1.6 Vendor will include cotton packing material inside each vial to prevent pharmaceuticals from moving around during shipping.

3.1.1.7 Vendor will provide shrink-wrapped vials for Doxycycline (or equal) to reduce storage space and time needed for distribution.

3.1.1.8 Vendor will provide and affix labels on vials for repackaged Doxycycline (or equal) that includes name, strength, and quantity of drugs, expiration date, blank space for patient name and date, complete directions for usage, name of drug manufacturer and lot number.

3.1.1.9 Vendor will affix labels that are sized to fit specific vial. Vendor will ensure that font on labels are legible.

3.1.1.10 Vendor will provide and affix auxiliary labels for the Doxycycline (or equal) within each vial. Auxiliary labels will include name, strength, and quantity of drugs, expiration date, blank space for patient name and date, complete directions for usage, name of drug manufacturer and lot number.

3.1.1.11 Vendor will provide self-stick tear-off labels for use in client's charts that include name and strength of

Doxycycline (or equal), lot number, expiration date and NDC (National Drug Code) number.

3.1.1.12 Vendor will provide two (2) double tab peel-off labels for record keeping. Double tab peel-off labels allow label to be removed from the vial from either end. One will be marked for application to the patient chart and the other will be marked for the purpose of lot number tracking and inventory control. The labels will include name, and strength of drug, lot number, expiration date and NDC number.

3.1.1.13 Vendor will provide drugs with minimum expiration dates on one (1) year from date of shipment.

3.1.1.14 Vendor will have no minimum order requirements.

3.1.1.15 Vendor will inform agency within forty-eight (48) hours when drugs purchased are recalled and provide instructions for returning recalled drugs. Vendor will be responsible for all shipping charges for recalled drugs. Vendor will replace or refund cost for recalled drugs.

3.1.1.16 Vendor will ship orders by express delivery service; i.e., United Parcel Service, Federal Express, etc., within seven (7) days (excluding holidays) after receipt of order.

3.1.1.17 Vendor will ship orders pre-paid by vendor.

3.1.1.18 Vendor will include invoice with each shipment.

3.1.1.19 Vendor should provide a sample label with bid, must be provided upon request.

3.1.2 Metronidazole (or equal) will be five hundred (500) mg, fourteen (14) tablets per vial; fifty (50) vials per package.

3.1.2.1 Vendor will purchase and repackage Metronidazole (or equal).

3.1.2.2 Vendor will purchase generic drug unless agency requests specific brand name.

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3.1.2.3 Vendor will provide Metronidazole (or equal) in unit-of-use doses.

3.1.2.4 Vendor will package and supply Metronidazole (or equal) in amber or opaque tamper-proof plastic prescription vials. The size of the prescription vial will be specific to Metronidazole (or equal) to prevent pharmaceuticals from moving during shipment.

3.1.2.5 Vendor will provide vials with external, clear plastic seal around the top of each to prevent tampering before pharmaceuticals are delivered to the client.

3.1.2.6 Vendor will include cotton packing material inside each vial to prevent pharmaceuticals from moving around during shipping.

3.1.2.7 Vendor will provide shrink-wrapped vials for Metronidazole (or equal) to reduce storage space and time needed for distribution.

3.1.2.8 Vendor will provide and affix labels on vials for repackaged Metronidazole (or equal) that includes name, strength, and quantity of drugs, expiration date, blank space for patient name and date, complete directions for usage, name of drug manufacturer and lot number.

3.1.2.9 Vendor will affix labels that are sized to fit specific vial. Vendor will ensure that font on labels are legible.

3.1.2.10 Vendor will provide and affix auxiliary labels for the Metronidazole (or equal) within each vial. Auxiliary labels will include name, strength, and quantity of drugs, expiration date, blank space for patient name and date, complete directions for usage, name of drug manufacturer and lot number.

3.1.2.11 Vendor will provide self-stick tear-off labels for use in client's charts that include name and strength of Metronidazole (or equal), lot number, expiration date and NDC (National Drug Code) number.

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3.1.2.12 Vendor will provide two (2) double tab peel-off labels for record keeping. Double tab peel-off labels allow label to be removed from the vial from either end. One will be marked for application to the patient chart and the other will be marked for the purpose of lot number tracking and inventory control. The labels will include name, and strength of drug, lot number, expiration date and NDC number.

3.1.2.13 Vendor will provide drugs with minimum expiration dates on one (1) year from date of shipment.

3.1.2.14 Vendor will have no minimum order requirements.

3.1.2.15 Vendor will inform agency within forty-eight (48) hours when drugs purchased are recalled and provide instructions for returning recalled drugs. Vendor will be responsible for all shipping charges for recalled drugs. Vendor will replace or refund cost for recalled drugs.

3.1.2.16 Vendor will ship orders by express delivery service; i.e., United Parcel Service, Federal Express, etc., within seven (7) days (excluding holidays) after receipt of order.

3.1.2.17 Vendor will ship orders pre-paid by vendor.

3.1.2.18 Vendor will include invoice with each shipment.

3.1.2.19 Vendor should provide a sample label with bid, must be provided upon request.

3.1.3 Fluconazole (or equal) will be one hundred fifty (150) mg, one (1) pill per blister pack, (twelve) 12 pill cards per box.

3.1.3.1 Vendor will purchase and repackage Fluconazole (or equal).

3.1.3.2 Vendor will purchase generic drug unless agency requests specific brand name.

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3.1.3.3 Vendor will provide Fluconazole (or equal) in unit-of-use doses.

3.1.3.4 Vendor will provide Fluconazole in blister packs.

3.1.3.5 Vendor will provide and affix labels on blister packs for repackaged Fluconazole (or equal) that includes name, strength, and quantity of drugs, expiration date, blank space for patient name and date, complete directions for usage, name of drug manufacturer and lot number.

3.1.3.6 Vendor will affix labels that are sized to fit blister pack. Vendor will ensure that font on labels are legible.

3.1.3.7 Vendor will provide self-stick tear-off labels for use in client's charts that include name and strength of Fluconazole (or equal), lot number, expiration date and NDC (National Drug Code) number.

3.1.3.8 Vendor will provide two (2) double tab peel-off labels for record keeping. Double tab peel-off labels allow label to be removed from the vial from either end. One will be marked for application to the patient chart and the other will be marked for the purpose of lot number tracking and inventory control. The labels will include name, and strength of drug, lot number, expiration date and NDC number.

3.1.3.9 Vendor will provide drugs with minimum expiration dates on one (1) year from date of shipment.

3.1.3.10 Vendor will have no minimum order requirements.

3.1.3.11 Vendor will inform agency within forty-eight (48) hours when drugs purchased are recalled and provide instructions for returning recalled drugs. Vendor will be responsible for all shipping charges for recalled drugs. Vendor will replace or refund cost for recalled drugs.

3.1.3.12 Vendor will ship orders by express delivery service; i.e., United Parcel Service, Federal Express, etc., within seven (7) days (excluding holidays) after receipt of order.

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3.1.3.13 Vendor will ship orders pre-paid by vendor.

3.1.3.14 Vendor will include invoice with each shipment.

3.1.3.15 Vendor should provide a sample label with bid, must be provided upon request.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 15 working days after

orders are received. Vendor shall deliver emergency orders within 7 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 **Return Due to Agency Error**: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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Repack of Pharmaceuticals for Prescription Drugs

7. VENDOR DEFAULT:

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: Rick Singh
Telephone Number: 317-293-1700
Fax Number:
Email Address: rick@pharmaneek.com

Attachment 1

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. **MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:** (2 C.F.R. § 200.321)

   a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

      (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
      (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
      (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
      (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

   b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. **DOMESTIC PREFERENCES:** (2 C.F.R. § 200.322)

   a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. **BREACH OF CONTRACT REMEDIES AND PENALTIES:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. **TERMINATION FOR CAUSE AND CONVENIENCE:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. **EQUAL EMPLOYMENT OPPORTUNITY:**
(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. **DAVIS-BACON WAGE RATES:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of $2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

(a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
(b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. **ANTI-KICKBACK ACT:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. **CLEAN AIR ACT**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds $150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. **DEBARMENT AND SUSPENSION**
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. **BYRD ANTI-LOBBYING AMENDMENT**
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

13. **PROCUREMENT OF RECOVERED MATERIALS**
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia	Vendor Name:
By: _____	By: _____
Printed Name: _____	Printed Name: Rick Singh
Title: _____	Title: Bidding Operations
Date: _____	Date: 317-293-1700

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(c), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.
W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

[ ] – Not Applicable Because Contract Not for Construction

[ ] – Federal Prevailing Wage Determination on Next Page

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ MCH2500000001
BID OPENING DATE: October 8, 2024
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

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 *wv*OASIS (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: October 8, 2024 at 1:30 PM ET

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.