

VENDOR

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TYPE NAME/ADDRESS HERE

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

Request for Quotation

BHS80090

PAGE 1

ROBERTA WAGNER
304-558-0067

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HEALTH AND HUMAN RESOURCES VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS <del>03/24/2008</del> 04/08/2008 OPENING TIME BID BID OPENING DATE: CAT NO LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO. 3 1. TO MOVE BID OPENING FROM 4/2/2008 TO 4/8/2008. 2. QUESTIONS AND ANSWERS ARE ATTACHED. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE T sign and return may result in disquallfication of YOUR BID. EXHIBIT 10 REQUISITION NO.: BHS80090 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ADDENDUM NO. 'S: NO. 1 2

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TITLE

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ADDRESS CHANGES TO BE NOTED ABOVE

# GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

#### INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
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RFQ NUMBER BHS80090 2

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#### To respond to vendor questions, as follows:

Question 1: What symbology is required for the bar code on labels?

Response: Code 128 or 39; IEN number.

a. What is required to be included in the bar code?

**Response:** All info required by federal law. The existing barcode will be linked to the IEN in the system. If no barcode exists, then the IEN will be used for the barcode.

b. What is the specification of the required bar code scanner?

Response: Liner (Picket Fence) 2-d.

c. What is the procedure for entering barcodes remotely into the VistA System?

Response: The pharmacist would have to VPN into Charleston, log into the CPRS/Keene system, then scan the barcode against the master drug file. If it's not in the drug file, then the pharmacist must go into adding new drugs, assign a unique IEN number, scan the barcode, and then manually enter the info for the drug.

d. Can we have an IT contact name and number?

**Response:** This information will be made available to the successful bidding, once the RFQ has been awarded.

Question 2: Is there a system interface specification and an overview of the VistA system available?

Response: There is no interface involved; the selected vendor will use the VPN (virtual private network) to access the software. For an overview of VistA, you may download the monograph from the VA website at: <a href="http://www.va.gov/vista\_monograph/">http://www.va.gov/vista\_monograph/</a>

Question 3: Could we have a list and utilization of the top 100 medications referenced on page 18 by facility?

**Response:** See attachment #1

Question 4: Could we have the utilization of the top OTC medications referenced on page 18 by facility?

Response: See attachment #4

Question 5: Would it be a requirement to provide medication regimen reviews electronically on a secured web site?

Response: No, it not a requirement to provide medication regimen reviews electronically on a secure web site.

Question 6: Would each facility be accessible for a tour and assessment?

Response: Yes

Question 7: Can we obtain the current pricing for each facility for prescription and OTC meds?

Response: The current pricing is not available, for each facility.

Question 8: Is the RFQ for all facilities or can we bid on one particular facility?

**Response:** This is an all inclusive contract and must be bid for all facilities listed in the RFQ.

Question 9: What list needs to be noted on Insurance Requirement Form?

Response: Since this contract is to be utilized by multiple facilities, a generic: State of West Virginia should be listed as certificate holder.

Question 10: Please provide a list of the participants (physical as well as telephonic) at the February 13 pre-bid conference, including Department of Health and Human Resources (DHHR) representatives as well as vendors and the companies they represent.

#### Response:

- Jerry Luck (DHHR VistA Project Manger)
- Carla Parent (CFO Pinecrest Hospital)
- Jim Jackson (DHHR Purchasing)
- Gary McCoy (William R. Sharpe, Jr. Hospital Pharmacist)
- Tami Williams (Bureau for Behavioral Health & Health Facilities Purchasing)
- Vendors in attendance (Please see Sign In Sheet Attached)

# Question 11: What is the targeted award date for the contract?

Response: The targeted award date is uncertain at this time. All bids received by the Department of Administration (DOA) Purchasing will be submitted to the spending unit for review. Once the review is completed, an award recommendation will be submitted to DHHR Purchasing who will then submit the recommendation to DOA Purchasing. The recommendation will be reviewed by DOA and if everything is acceptable, a purchase order will be cut and mailed to the successful vendor. This process could possibly take a few weeks.

Question 12: What is the targeted start date for the contract?

**Response:** Vendor will be required to begin services immediately upon receipt of contract award. The exact date has not been determined at this time.

Question 13: What incumbent vendor holds the current contract at each facility covered under the RFQ?

#### Response:

- Hopemont: Neighborcare Morgantown
- Lakin: Continuum Care Pharmacy
- Manchin: Rider Pharmacy
- Pinecrest: Continuum Care Pharmacy
- Welch: There is no contract/agreement but a local pharmacy does provide the LTC patients with medications.
- Question 14: Please provide a copy of the current pharmacy services contract for each of the facilities covered under the RFQ, including any exhibits, attachments, and amendments.

Response: See attached.

Question 15: For each of the facilities covered under the RFQ, please provide (by year) the amounts and reasons for any paybacks, credits, and/or liquidated damages the State has assessed against the incumbent pharmacy vendor over the term of the current contract.

#### Response:

- Hopemont: credit due to billing errors
- Lakin: No information available
- Manchin: No information available
- Pinecrest: None
- Welch: None
- Question 16: To ensure consistency among submitted bids, please indicate each facility's average population level/number of residents on which the DHHR wishes bidders to base their pricing.

**Response:** This information is on page ten (10) in the RFQ (Licensed Beds & Average Census).

Question 17: What is the average length of stay (ALOS) at the DHHR facilities?

Response:

Hopemont: 341 days

• Lakin: 10 years

• Manchin: Info not available

• Pinecrest: We are a LTC facility and do not average the length of stay. Residents can stay for a day or many years.

• Welch: We are a LTC facility and do not average the length of stay. Residents can stay for a day or many years.

Question 18: Are any of the facilities covered under the RFQ currently accredited by the Joint Commission? If "yes," please provide the following dates for each accredited facility.

Response: No.

a. Original accreditation: N/A

b. Most recent accreditation: N/A

c. Next audit: N/A

Question 19: Are any of the facilities covered under the RFQ currently subject to any court orders or legal directives that would impact the provision of pharmacy services? If "yes," please provide copies of the order/directive.

Response: No

Question 20: In several places, the RFQ indicates that the Vendor is to "provide" medications, i.e., order and deliver the pharmaceuticals and pharmacy supplies. Please clarify who is financially responsible for payment for these pharmaceuticals and pharmacy supplies.

**Response:** The vendor will be responsible for billing the Long Term Care resident's insurance, indicating to the insurance company that the resident is in a long term care facility. Any co-payments or amounts not covered would then be the responsibility of the facility/resident.

Question 21: Please define the scope of pharmacy supplies included under the contract. For example, does the State consider bandages and syringes to be pharmacy supplies? Or are these types of items *medical* supplies, provided under some other contract?

**Response:** No, these types of items would be considered medical supplies.

Question 22: Please define "individual dose containers" as used in *Item b* in the <u>Scope of Work</u> on Page 10 of the RFQ, i.e., does the DHHR want blister packs, vials, etc?

Response: Single-dose vials and blister packs (or alternative based upon individual facility desires)

Question 23: For each facility covered under the RFQ, please list the hours during which the institution will accept deliveries.

#### Response:

- Hopemont: 24/7 but would prefer no deliveries between 6:30AM and 9:00 AM.
- Lakin: 24/7
- Manchin: 9 AM 3 PM
- Pinecrest: Monday-Friday between the hours of 9AM and 5 PM
- Welch: Routine deliveries Preferably 8:30 AM to 4:30 PM; new residents 24/7 to Nursing Supervisor.
- Question 24: For each facility covered under the RFQ, please list all third-party insurers that either the incumbent Vendor or the institution has billed in the past two years.

## **Response:**

- Hopemont: Medicaid Part D
- Lakin: None
- Manchin: Information not available
- Pinecrest: UMWA
- Welch: AARP Preferred; AARP Saver; AmeriHealth Advantage Rx Option One; CIGNATURE Rx Value Plan; Community Care Rx; Community Hospices of America; HealthSpring; Highmark Senior – BlueRx Plus & Value; Human Standard & Enhanced; Medicare B; Prescription Pathway; Rx America – Advantage, Secure Rx; SilverScript; UMWA; Unicare MedicareRx Rewards Value; WellCare Classic; WellCare Signature; and, WV Medicaid.
- Question 25: For each facility covered under the RFQ, please provide the quantity and the total dollar amount for the past 12 months for medications that were not billable to third-party insurance over the past year.

#### Response:

- Hopemont: See attachment #3.
- Lakin: approximately \$32,660 (current projection for next 12 month period is \$23,500)
- Manchin: \$1,291.52

• Pinecrest: Information not available.

• Welch: estimated \$9,360/OTC per hospital pharmacy

Question 26: With regard to *Item m* in the <u>Scope of Work</u> on Page 11 of the RFQ, will the Vendor have the ability to enter progress notes and other notes pertaining to the monthly drug regimen review directly into the VistA system?

Response: Yes

Question 27: Do any of the facilities covered under the RFQ have medication carts that will be made available for the use of the incoming pharmacy vendor? If "yes," how many medication carts are available?

**Response:** None currently, but carts are going to be purchased for each facility.

Question 28: How many medication rooms are there at each of the facilities covered under the RFQ?

#### Response:

- Hopemont: four
- Lakin: four
- Manchin: one
- Pinecrest: four (one per unit); two additional units (each with one med room) will be opening in the future
- Welch: one

Question 29: What level position currently oversees the medication room(s) at each facility, e.g., an RN, LPN, medical technician, pharmacy technician, etc?

## Response:

- Hopemont: Licensed nurse
- Lakin: LPN
- Manchin: RN
- Pinecrest: RN's and/or LPN's
- Welch: pharmacy technician directly oversees. Currently staffed 3 days a week with a pharmacy technician, but ultimately it is an RN.
- Question 30: How often are the Quality Assurance meetings (referenced in *Item o* in the Scope of Work on Page 11 of the RFQ) held? Will the State accept

telephonic participation by Vendor personnel in these meetings to fulfill the contract requirements?

## Response:

• Hopemont: Quarterly. Yes, if necessary.

Lakin: Monthly. Yes.Manchin: Quarterly. No.Pinecrest: Quarterly. Yes.

• Welch: Monthly. Yes.

Question 31: Please define "psychotropic monitoring devices" as used in *Item q* in the Scope of Work on Page 11 of the RFQ.

Response: a log/form (similar to Psychotropic Drug Fast Facts form) that is used to monitor residents' behavior after administering certain psychotropic drugs

Question 32: Please indicate the DHHR's desired format for the monthly report on pharmacy activities referenced in *Item s* in the <u>Scope of Work</u> on Page 11 of the RFQ, and provide a sample report.

Response: MMR. See attachment #5.

Question 33: Please indicate what criteria the DHHR wishes to capture in the bar coding referenced in *Item* v in the <u>Scope of Work</u> on Page 11 of the RFQ, e.g., w# only, etc.

#### Response:

Each stock medication must have a scanable Bar-code. The bar-code may be one the three options:

- 1) If the medication comes from the manufacturer with a bar-code, This bar-code will be acceptable if that bar-code has already been scanned into the drug file as a synonym. If the bar-code has not been scanned into the Vista drug file, then it need to scanned into the drug file as a snyonym by the vendor.
- 2). The vendor may add a bar-code to the medication that contains the NDC of the medication. Again if this bar-code has not already been added as a synonym for the medication the vendor will need to scan this bar-code into the Vista drug file.
- 3). The vendor may also add a bar-code to the medication that contains the IEN for the medication. The IEN is the number that the Vista software as assigned to the medication when it was first entered into

the drug file. The IEN is found in the Vista Drug File by doing a Drug File Inquiry.

Question 34: What is the average length of the "leaves of absence" referenced in *Item w* in the <u>Scope of Work</u> on Page 11 of the RFQ, e.g., 14 days, 30 days, 6 months, etc?

### Response:

Hopemont: 7 days

• Lakin: 3-5 days

• Manchin: 1-6 days

• Pinecrest: 7-10 days

• Welch: overnight (1 day)

Question 35: What form of packaging does the DHHR wish the Vendor to utilize to provide the medications necessary for these leaves of absence?

#### Response:

- Hopemont: prescription bottles
- Lakin: individual dose pack/bottle with label
- Manchin: bottles appropriately labeled
- Pinecrest: currently use bubble packs
- Welch: single-use dose blister and single-use vials as appropriate

Question 36: Regarding the Virtual Private Network (VPN) referenced in *Item x* in the Scope of Work on Page 11 of the RFQ, please provide the following information.

Response: All answers apply to all facilities.

a. Does such a VPN currently exist?

Response: Yes

b. If the answer to (a) is "yes," will the incoming Vendor be permitted to utilize the existing VPN?

Response: Yes

c. Will there be any charge for the incoming Vendor to utilize the existing VPN? If so, what is the monthly charge?

Response: No

d. If the answer to (a) is "no," who is financially responsible for setting up, implementing, and maintaining the VPN?

Response: Does not apply.

e. Please provide the technical specifications/requirements of the existing (or if not already in place, of the required) VPN.

Response: Nortel Contivity VPN Client 5.01 or later software.

Question 37: For each facility covered under the RFQ, please indicate the current status of the State's project to implement the new VistA (Veteran's Administration Software) computer system, i.e., at what stage of implementation is each institution?

**Response:** VistA implemented in all facilities as of 2/19/08 except for Pinecrest & John Manchin, Bar Code Medication Administration (BCMA) will not be implemented until the Pharmacy Contract is in place.

Question 38: How many Bar Code Scanners are currently in place at each facility covered under the RFQ?

#### Response:

Hopemont: 18Lakin: 19Manchin: 7Pinecrest: 21Welch: 40

Question 39: Will these Scanners be available for the use of the incoming Vendor?

Response: Yes.

Question 40: Does the DHHR feel the current number of Scanners is sufficient? If not, how many Scanners does the DHHR require at each institution?

Response: Yes, the current number of Scanners is sufficient.

Question 41: Please provide the names, vendors, and model numbers of all supported Bar Code Scanners.

#### Response:

- Symbol Cordless Scanner DS3478 Point of Activity (Vendor)
- Symbol Corded Rugged Scanner DS3407 Point of Activity (Vendor)

Question 42: How many Bar Code Printers are currently in place at each facility covered under the RFQ?

#### Response:

Hopemont: 2 Zebra printersLakin: 1 Zebra printer

Manchin: 1Pinecrest: 2

Welch: 1 Zebra 105SL

Question 43: Will these Printers be available for the use of the incoming Vendor?

#### Response:

• Hopemont: Yes.

Lakin: Yes.

Manchin: Yes.

• Pinecrest: Yes.

• Welch: Yes.

Question 44: Does the DHHR feel the current number of Printers is sufficient? If not, how many Printers does the DHHR require at each institution?

Response: Yes, the current number of Printers is sufficient.

Question 45: For each facility covered under the RFQ, please provide volume statistics for the past 12 months for each of the SKUs listed in RFQ Attachment I: Stock Drug List.

Response: See attachment #4.

Question 46: For each facility covered under the RFQ, please provide the following statistics for the past 12 months for prescriptions that are allowable under Medicare/Medicaid.

Response: See attachment #2.

- a. Number of prescriptions
- b. Dollar value of prescriptions
- c. Names of Top 25 drugs (by dollar amount)
- Question 47: For each facility covered under the RFQ, please provide the following statistics for the past 12 months for prescriptions that are not allowed by Third Party Insurance.

Response: See attachment #3.

a. Number of prescriptions

- b. Dollar value of prescriptions
- c. Names of Top 25 drugs (by dollar amount)

Question 48: For each facility covered under the RFQ, please provide the following statistics for the past 12 months for non-prescription drugs that are NOT listed in *Attachment I: Stock Drug List* On Page 17 of the RFQ.

Response: See attachment #4.

- a. Number of prescriptions
- b. Dollar value of prescriptions
- c. Names of Top 25 drugs (by dollar amount)

Question 49: For each facility covered under the RFQ, please indicate the average daily number of individual prescriptions the institution receives from the current Vendor.

#### Response:

• Hopemont: 25

• Lakin: 10

• Manchin: 10

• Pinecrest: 9 per resident

Welch: 25

Question 50: For each facility covered under the RFQ, please indicate the average daily number of <u>new</u> prescriptions written at the institution.

#### Response:

• Hopemont: 7 new daily

• Lakin: 2

• Manchin: 10

• Pinecrest: 1-5 new daily

• Welch: 5

Question 51: Please provide an inventory of office equipment (e.g., PCs, printers, fax machines, copiers) currently used for pharmacy services at each facility covered under the RFQ. Please include vendor, model, age, condition, and any current maintenance agreements (including cost), and identify which equipment will be available for use by the selected provider.

**Response:** There will be no equipment available for use by the selected vendor at any of the facilities.

Question 52: Who is financially responsible for the installation and maintenance of telephone lines for each of the following services?

**Response:** Each facility is financially responsible for its own telephone services.

- a. Local telephone service
- b. Long-distance telephone service
- c. 800-number telephone service
- d. Fax service
- Question 53: Please provide a current user's manual for the VistA computer system.

Response: <a href="http://www.va.gov/vdl">http://www.va.gov/vdl</a>

Question 54: Do any of the facilities covered under the RFQ currently have DEA registration?

Response: Welch only.

Question 55: Do any of the facilities covered under the RFQ currently have a state-licensed pharmacy permit?

#### Response:

Hopemont: No. Lakin: No. Manchin: Yes. Pinecrest: No. Welch: Yes.

Question 56: On which days of the week does each current vendor deliver pharmaceuticals to its contracted facility(s)?

#### Response:

Hopemont: Monday-Saturday; emergency deliveries if needed.

Lakin: Monday-Friday, daily Manchin: Monday-Friday, daily Pinecrest: once per week on Tuesdays

Welch: Monday-Saturday

Question 57: Please confirm that the DHHR will not require the incoming pharmacy vendor to be responsible in any way for the physical distribution and/or administration of medication doses to residents.

**Response:** Vendor is not responsible for physical distribution and/or administration of medication doses to residents.

Question 58: Outside of third party insurer formularies, do the facilities covered under the RFQ have either of the following?

a. A DHHR formulary used consistently across the facilities.

Response: No.

b. A facility-specific formulary.

Response: Welch only.

Question 59: Please provide copies of the following documents.

a. Any DHHR formulary currently in use at the facilities.

Response: None.

b. A current Medication Administration Record from each facility.

**Response:** See attached.

c. All current formulary management reports.

Response: None.

Question 60: Please identify and provide contact information for the current local backup pharmacy(s) for each of the facilities covered under the RFQ.

#### Response:

- Hopemont: Greggs Pharmacy (304-789-2200)
- Lakin: Continuum Care Pharmacy (304-736-8310)
- Manchin: Rider Pharmacy (304-366-2710)
- Pinecrest: Rite Aid Pharmacy (304-256-3800)
- Welch: Flat Iron (304-436-3380) and Rite Aid (304-436-6360)

Question 61: Please provide a list (including contact information) of the Consultant Pharmacist(s) currently providing services to of the facilities covered under the RFQ.

#### Response:

- Hopemont: Omni Care DBS Neighborcare Morgantown (800-350-0868) Contact: Chris Lockard
- Lakin: Continuum Care Pharmacy (304-736-8310) Kasey Keller

- Manchin: Rider Pharmacy (304-366-2710) Dan Rider/Jerry Boyer
- Pinecrest: Continuum Care Pharmacy (800-785-5850)
- Welch: Janet Harless, RPH (304-436-8668) and Mike Kirk, RPH (304-436-8668)
- Question 62: Please provide the State's methodology for scoring/ranking bidders' proposals, i.e., what components will proposals be judged upon, and what relative weight will the DHHR assign to each component?

**Response:** The lowest responsible vendor meeting the bid specifications shall be awarded the contract.

Question 63: Please provide the mathematical formula the State will use to rank the pricing component of each bidder's proposal.

**Response:** This is an RFQ. Therefore, the bid will be ranked lowest to highest with the lowest responsible vendor meeting the bid specifications being awarded the contract.

Question 64: Will the Resident Vendor Preference (2.5% to 5%) be applied to a bidder's entire score? Or, as in other West Virginia solicitations, only to the cost component of a bidder's score?

**Response:** Resident Vendor Preference (if applicable) is applied only to cost.

# TOP 100 MEDICATIONS

ACTOS 15MG #1080

**ACTOS 30MG #1080** 

ALPRAZOLAM .25MG #2160

ALPRAZOLAM .5MG #720

AMLODIPINE 5MG #720

AMLODIPINE/BENAZ. 5/10MG #720

ARICEPT 10MG #3240

ARICEPT 5MG #1440

ATENOLOL 25MG #1080

ATENOLOL 50MG #730

BENZTROPINE 1MG #720

CARDIPODA/LEVO 10/100MG #720

CARDIPODA/LEVO 25/100MG #1080

CARDIPODA/LEVO 25/250MG #1440

CARVEDIOL 3.125MG #720

CELEBREX 200MG #720

CEPHALEXIN SOOMG #720

CLONIDINE 2MG #720

CLOTRIMAZOLE/BETAMETHASONE DIP. CREAM #540 GRAMS

CONSTULOSE #23.040ML

CYCLOBENZAPRINE 5MG #720

DAPSONE 100MG #720

DEPAKOTE SPRINKLES 125MG #1440

DIGITEK .125MG #900

DILANTIN 100MG #1080

DILANTIN INFATABS 50MG #6480

DILTIAZEM 30MG #2520

DILTIAZEM ER 180MG #720

**DIOVAN 160MG #720** 

**DIOVAN 320MG #720** 

**DIOVAN 80MG #1080** 

ENALAPRIL 20MG #720

**EVISTA 60MG #1080** 

EXELON 3MG #720

EXELON 4.5MG #720

FAMOTIDINE 20MG #1800

FELODIPINE ER 5MG #720

FLUOXETINE 20MG #720

FUROSEMIDE 20MG #1080

GABAPENTIN 100MG #2160

GABAPENTIN 300MG #1800

**GEODON 20MG #720** 

GLIPIZIDE 10MG #1440

GLYBURIDE/METFORMIN 5/500MG #1080

HCTZ 12.5MG #1440

HYDROCODONE/APAP 5/500MG #3600

HYDROCODONE/APAP 7.5/500MG #2890

HYDROCODONE/IBUPROFEN 200/7.5MG #1080

IBUPROFEN 400MG #1080

TRUPROFEN 600MG #1440

ISOSORBIDE MONO. ER 30MG #1080

LAMICITAL 100MG #1440

LAMICITAL 25MG #1800

LANTUS #960MIL

LEVOTHROID 75MCG #1260

**LEXAPRO 10MG #1440** 

LEXAPRO 20MG #720

LIPITOR 20MG #720

LORAZEPAM 5MG #720

LYRICA ISOMG #1080

MEGESTROL 40MG #2880

WETFORMIN 1000MG #720

METOCLOPRAMIDE 10MG #3240

METOPROLOL 25MG #2880

**METOPROLOL 50MG #50** 

WIRAPEX .125MG #1440

NAMENDA 10MG #5400

NAPROXEN 250MG #720

NAPROXEN 375MG #720

NITROGLYCERIN .1MG PATCHES #24 BOXES

NITROGLYCERIN .2MG PATCHES #24 BOXES

NITROGLYCERIN AMG PATCHES #48 BOXES

NITROGLYCERIN .6MG PATCHES #12 BOXES

NYSTATIN/TRIAMCINOLONE CREAM #2160 GRAMS

OMEPRAZOUE 20MG #720

PENTOXIFYLLINE 400MG #2520

PHENOBARBITAL 15MG #720

PHENOBARBITAL 30MG #2520

PHENYTOIN ER 100MG #1800

PLAVIX 75MG #4680

POLYETHYLENE GLY. #6324 GRAMS

POTASSIUM CHL. 10MEQ CAPSULES #3600

POTASSIUM CHL. 10MEQ TABLETS #720

PREVACID 30MG #720

PROXYPHENE/APAP 100/650MG #720

RANITIDINE 150MG #1800

RANITIDINE 300MG #1080

RAZADYNE 8MG #1080

REQUIP 1MG #720

RISPERDAL .25MG #1260

RISPERDAL .5MG #1080

RISPERDAL IMG #1440

SERAX 30MG #1440

SEROOUEL 25MG #2160

SIMVASTATIN 20MG #720

SIMVASTATIN 40MG #720

**STARLIX 120MG #1080** 

**TOPAMAX 200MG #720** 

VYTORIN 10/20MG #1440

XALATAN OPTH. #90ML

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Tell.	DEFENDES EN PARISE TURNET.	00074712611	ABBUT LABS.	162.0	1,612.00
797.	SERVICE COURS TABLE!	C-03/3/2004/15/3/0	ASTRIZERECA LP	1424.8	14.41.55
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U-67 -	INVELA DE TAB CEL ZI	100650414	amissae Phare.	1370.0	17,309.05
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## TOP 25 OTC MEDS

ACETAMINOPHEN 325MG TABLET ASCORBIC ACID 500MG TABLET **ASPIRIN 325MG EC TABLETS** ASPIRIN 325MG REQULAR ASPIRIN SIMG CHEWABLE TABLET **ASPIRIN 81MG EC TABLET** BISACODYL 5MG TABLET CALCARB 600MG WITH VITAMIN D DAILY MULTIVITAMIN TABLET DAILY MULTIVITAMIN WITH IRON **DOCUSATE SODIUM 100MG** FERROUS SULFATE 325MG TABLET **GERITOL LIOUID** HYPOTEARS OPHTHALMIC MAGNESIUM OXIDE 400MG MILK OF MAGNESIA MYLICON 80MG TABLET OCUVITE TABLET PHAZYME 180MG SENNA S WITH STOOL SOFTNER TEARS NATURALE OPHTHALMIC TYLENOL ARTHRITIS VITAMIN D TABLET VITAMIN E 400 IU CAPLET/TABLET ZINC 220MG

Question # 46

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M.	THE THE THE TRUET	<b>WALSONERIN</b>	roblet since	156.4	

AMACHINENT 3 QUESTION TH

# HopemontHospital Top 25 PDP Non Covered Items by Quantity

	Oh	Price
THE STRAY (LOGRANILIEN)	1361	S145.80
VALIBOICACID 250MG5MLSYRUP	475	53003
METANX SF 2-28-25MG TABLET	318	52[3,3]
LEXAPRO 1000G TABLET	132	5274.84
HIENTION ERIONG CAPULE		STRAK
DEPAROTE ER SOOMG TABLET	110	\$204,40
KERATOL 4040% (DEAMONI)		53095
HIVAR DEATH TO MINING DEAR WIDEV	60	\$214.19
FLUFTENAZINE 25MCFSML ELINIR	GII	SHIAG
HALOPERIDOL 2MG TAILLET		520.11
DEPAROTE IR U-D LID 20MG TABSK 24H	74	S30.50
CARTAZOLE TRIGICARALE DE	11	586.24
RAZADTNEJK 4MGTABLET	II.	576.74
TRIMITADNE SOMIC TATULET		SE0.84
SPRIVA DI CAPS WHENDHALER BRIDES CAP WIDEV	10	15101.02
MINITED STORESM	JU.	1554TM
MINISTER FILE MINISTERING	30	555391
SOTALOL BOMG TABLET	30	51734
LYRKA SOMG CAPALIE	30	SHE MI
HYDROCORTISCINE 1% (CHEAN(GW)	2014	53 47
PROTONEX AGAIG TAIN FIT	7A	545.75
COCAPNE DOMGTABLET	<b>18</b>	2017
CATAINE DIEVAL DENIG CAPAILE	<b>I.</b>	SIT71
DEPAROTE SISHALIES LIDIZIMO CAISHLE		Sig. of
MENACID ISMGADOMENTE	[]]	

# ATTACHMENT #4

DRUG	USAGE
ACETAMINOPHEN 160Z/5ML ELIXIR	0
ACETAMINOPHEN 325MG TABLETS	1460
ACETAMINOPHEN 500MG TABLETS	0
ANBESOL OINTMENT	0
ASCORBIC ACID 500MG TABLETS	1825
ASPIRIN 325MG REGULAR	365
ASPIRIN 325MG BUFFERED	0
ASPIRIN 325MG EC TABLETS	730
ASPIRIN 81MG CHEWABLE TABLETS	4015
ASPIRIN 81MG EC TABLET	1460
ASPERCREME PAIN REFLIEF CREAM 30Z TUBE	0
ANUSOL 1% CREAM	PRN
B COMPLEX VITAMIN PLUS	0
BACITRACIN ONITMENT	PRN
BISACODYL 5MG TABLETS	4015
BISACODYL 10MG SUPPOSITORY	160
CALCARB 600MG	0
CALCARB 600MG WITH VITAMIN D	1825
CARMEX OINTMENT	0
CERTAGEN SENIOR	0
CITRATE OF MAGNESIUM	PRN
CRANBERRY TABLET	PRN
DAILY MULTIVITAMIN TABLET	1825
DAILY MULTIVITAMIN LIQUID	0
DAILY MULTIVITAMIN WITH IRON	2190
DIOCTO LIQUID 150MG/15ML	0
DIPHENHYDRAMINE LIQUID	0
DIPHENHYDRAMINE 25MG CAPSULES	0
DOCUSATE CALCIUM 240MG	0
DOCUSATE SODIUM 50MG	0
DOCUSATE SODIUM 100MG	1095
EXCEDRIN TABLET	PRN
ELDERTONIC	0
FERROUS SULFATE 325MG TABLET	3650
FERROUS GLUCONATE 300MG TABLET	0
FERROUS SULFATE 220MG ELIXIR	0
FIBERLAX	0
FLEETS ENEMA	PRN
FLEETS MINERAL OIL ENEMA	PRN

DRUG	USAGE
GENIFIBER POWDER PLAIN	0
GLIATUSS SYRUP	0
GUIATUSS DM SYRUP (alcohol and sugar free)	0
GERITOL TABLETS	0
GERITOL LIQUID	1825ML
GEVRABON LIQUID	0
GOLDEN AGE LIQUID	0
IMODIUM 2MG CAPSULE	0
IMODIUM AD LIQUID	PRN
HYDROCORTISONE CREAM 0.5%	0
HYDROCORTISONE CREAM 1%	0
HYPOTEARS OPHTHALMIC	2920 DROPS
IBUPROFEN 200MG	0
IBUPROFEN 100MG/5ML SUSP	0
LACRILUBE OPHTHALMIC	0
MAALOX	PRN
METAMUCIL	0
MILK OF MAGNESIA	1040ML
MINERAL OIL	0
MUCINEX	0
MYLANTA REGULAR	0
MYLICON 80MG TABLETS	1460
MYLICON GTTS	0
MAGNESIUM OXIDE 400MG TABLETS	3285
NICODERM PATCHES	0
NACINAMIDE 500MG TABLETS	0
NIFEREX 150MG TABLETS	0
NITROGLYCERIN 0.4MG TABLETS	PRN
OCUVITE TABLETS	1460
OSCAL 500MG TABLETS	0
OSCAL 500MG PLUS VITAMIN D TABLET	0
PURALUBE OPHTHALMIC	PRN
PHAZYME 180MG TABLET	730
PINK BISMUTH TABLET	0
PINK BISMUTH LIQUID	0
PHILLIPS TABLETS	0
REFRESH OPHTHALMIC	0
ROBITUSSIN DM DAS SYRUP	PRN

DRUG	<u>USAGE</u>
SELENIUM 50MCG TABLET	0
SELSUN BLUE SHAMPOO	0
SENNA TABLETS	0
SENNA S TABLETS WITH STOOL SOFTNER	16790
SLOW MAG 64MG TABLETS	0
SODIUM BICARBONATE 650MG TABLETS	0
SODIUM CHLORIDE IRRIGATION 250ML	0
SORE THROAT LOZENGES	0
STERILE WATER IRRIGATION 250ML	PRN
SYSTANE OPTHALMIC	0 ,
TEARS NATURALE OPHTHALMIC	2190 DROPS
THERAGRAN LIQUID	0
THERAGRAN M	0
THIAMINE 100MG TABLETS	0
TYLENOL ARTHRITIS	730
TRIPLE ANTIBIOTIC OINTMENT	PRN
TEARGEN OPHTHALMIC DROPS	0
VITAMIN A 10000 IU	0
VITAMIN C SYRUP	0
VITAMIN D TABLETS	365
VITAMIN E 400 IU CAPLETS/TABLET	365
VITAMIN B 6 50MG CAPLETS/TABLET	0
VITAMIN A AND D OINMENT	PRN
ZINC 220MG TABLET	1095
ZINC OXIDE OINTMENT	PRN

BHSS0090 VEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES OFFICE OF HEALTH FACILITIES --- Pharmacy Supplies and Services for Long Term Care Facilities

#### Attachment I

This is a representative listing of litems commonly purchased and additional items may be added as sequired to meet patients' needs

Thestion #4 STOCK DRUG LIST Accreminapiem 1602/167mg/5ml elixir LCSI Burrofen 100mg/5ml susp 1.57 Accomminophen 325mg tablets 500 841s. (100/641) Lacifios ophibalesic 1.95 Madex 56 BHs 122/bHl. Acctaminapien SDOmg tablets Metamucil Artessol obnused ( 56 Mills of Magnesia 139 BHs (162 (141)) 3.15 Mineral Oil 5 BHs (1602 | 641.) Ausminic Acid 500mg tablets Aspirin 325mg tegnia: 5.03 Aspirin F25mg buffered 858Hs (100/6H) 1.59 Mylania regular 12 Bt15 (12cm/bH.) Aspirin 125mg EC tables . 18 Aspiria Sing drewable tablet 105 841s (36/44) Mylicon 80mg tablets Mylicon eus Aspirin Sling EC tablet Magacsism oxide 400mg inblet Aspercieme Pain relief cream Fox tube Micodecu patches Anusof 1% cream 3.71 B Complex Vitemin Plus 14 B+ls (100/htl) Nacinamide 500mg teblet Wiferex 150mg triblets Bacitacin Cintment 2.10 Discoodyl Stag tables 17 844s (100/bH. Mitroglycerin 0 4mg tablets Ocurine triplet -16.79 Bissoudyl Many suppositiony 4 Bres (50/Bey) Oscal 500mg tablets Calcarb 600mg 1.62 Oscal 500mg plus Vitamin Desblet 430 B+ls (Colube/HH) Calcath 600mg with Vitamin D Puralithe orbitalnile Cerment ointment Phezyme 180mg tablet Certagen Senior Pink Bismuth tählet Citate of Wagnestum 1.82 Pink Bismeth Hequid 13 644s (Foz | bH.) Cramberry tablet Pinillins tablets Daily Multivitation tablet Refresh ophthalmic Daily Medivitamin Equit Robinsein DM DAS syrup Dally Multivitamin with iron -(.C) Dieste liquid 150mg/15ml & B+ls (thez fbH) Selenium Sümey tabler. 5.43 Selsun Blue shampon (42 84(s. Diplomby describe liquid 3.43 Diphenhydramine 25mg capsula & Bus (127 bill.) Serma Tublets 7.11 Senna S Tablets with Stool Souther GAC 3445 (COOb4) 11, 50 Docusate Calcium 240mg 4 GHs(100/lit). Slow Mag 64mg talkets Docusate Sodium 50mg 2.4.1 Sodium Bicarbonate 650mg tablet 2 8-45. (100/b41.) 3.08 Docuser Sodium 100mg 206 Bris (100/hH) Sociem Chloride Inigation 250ml Exceditin tablet Some Throas Lozenges Eldertonic . 87 Ferrous Sulfate 325mg tables 44 Bills [100 bill] 1.68 Sterile Water Irrigation 250ml 1 & Bills . Ferrous Gloconate 300mg tablet Systems ophthelmic 4.83 Farous Sulana 220 mg elixir 2 BHs . [1602 Johl . Tears Naturale ophthalmic 3.10 Thompson Liquid 7 Bills . (452/64.) Sulf Fibral & Bris ( How / 1941. 5.15 Heragian M 73 EHs (ICO/bil.) , ZZ Floors Erroma 275 BHs (45cm) 1.52 Thimthe 100mg tablets 27 \$45 Fleets Mineral Oil Engara Tylend Artinids Genfiber: Fowder Plain 36.53 Triple Antibiotic Olitinant 17 8x5 - (44 plegs/bex) 1.39 Guidaise syrup 46 Bels (4cc./b). 2.05 Temper Ophthalmic Drops 44 134% [100][54]. Guienes DM syrap (alcohol and sugar bee) T-Gel Shampeo Geritel michts Tegren Shampoo Gerliol liquid Vitamin A 10,000 IU Gevration liquid Vitamin C symp Golden Age liquid Vitamin D tablets Imodium 2mg capsule 4.30 Vitamin E 400 TU caplets/tablet 45 B49 (100/b4) function AD liquid Fiydraconisone cream 0.5% 1.62 Hydroconisone cream 1% 4"1 habes (102 Hube) Vitania A and D opment Zinc 220mg whilet Espoisas opidisimic 1.12 Zine Oxide olimniem & tubes (102. | tube)

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COST	STOCK DRUG LIST	USAGE #45
	r_	世45
3.98	ACETAMINOPHEN SUPPOSITORIE	6 613
4.55	HEMORRHOIDAL SUPPLEITORIE	ser S le Bres
3 35	UNIFIBER	31 EACH
2.66	VITAMIN C TABLETS 100/BTL	र हार
2.00	VITAMIN B-12	5 BT LS
2.10	VITAMIN, ZINC, 15MG	a BTLS
2.00	VITAMIN, ZINC, 50MG	a BTLS
4,40	VITAMIN MULTI W/ZINC	3,876
3.85	FISH OIL, 500 MG	143725
2.46	MOTION SICKNESS CONTROL	— 4 gTLS
57.75	LORATIDINE TABS.	34370
1.74	EAR DROPS FOR WAX REMOVAL	123765
2.78	GLUCOSE GEL	YTUBES
3.85	. CLOTRIMOZOLE CREAM, 1%	Batubes
67.64	CALMOSEPTINE OINT (BOX	) 9 8×5.
6.04	. CALMOSEPTINE DINT (TUBE	) 140 Tubes
2.87	TRIPE ANTI BIOTIC CHNT. (TUB	E) la Tubes
$\mathcal{R}$ , $\mathcal{L}$ (	LUBRICATING JELLY (TUBE)	53 TUBS
	EPSOM SALTS	Q 8x5
	HYROGEN PEROXIDE	5 573
	•	35 BTLS
9,07	MELATONIN, 3MG	15 BTLS
		I LO BTLS
3,64	. HEMORR/VAGINAL PAIS I	I BXS

#### PHARMACY DRUG REGIMEN REVIEW

Resident Name: TESTPATIENT, ONE
Medical Record #: 000000009
Physician:
I have the following concerns which need to be addressed:  [ ]No changes recommended [ ]Possible drug allergy [ ]Drug indication not clear [ ]Gradual close reduction [ ]Potential drug interaction [ ]Duplicate drug therapy [ ]Inactive orders [ ]Poor compliance [ ]Other:

Detailed Description of Irregularity and Recommendation(s): [ ]N/A  $\,$ 



State of West Virginia
Department of Administration
Furchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

HEALTH AND HUMAN RESOURCES JOHN MANCHIN, SR. HEALTH CARE AUTORAGE CADER NO AUTORS

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QUESTION #14

CORRECT PURCHASE CRICERINUMERS MUST APPRAR ON ALL PADVAGES SUPCIACIO AND SHPPING PAREPIS OLICETHORIS CONCERNING THE PUR-CHASE ORDER SECURIO ES INVECTED TO THE CRITER AS NOTED BLOW

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

FAIRMONT, WV

401 GUPFEY STREET

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304-366-2710

RIDER PHARMACY 303 MERCHANT ST

FAIRMONT WV 26954

HEALTH AND HUMAN RESOURCES JOHN MANCHIN, SR. HEALTH CARE

401 GUFFEY STREET FAIRMONT, WV

26554 304-363-2500 TERMS OF SALE FEINUSSN DATE FRINTED PUND 06/23/2006 FIMS 30 550591043 MET ACCOUNT NUMBER # 15 FAEIGHT TEPM YEN TERE DESTINATION PREPATO Z54098 VENDOR TEM NO. CHANTLE UU! UNIT PAICE AMOUNT THE LINE HAY DATE CATINO TEM WUNDER WV-48 AVEREMENT 22.0000b 4,576.00 )001 208 HR. 948-55 07/01/2000 PHARMACIST FOR LONG TERM CARE UNIT THIS AGREEMENT CONSTITUTES THE ACCEPTANCE OF A CONTRACT MADE BY & BETWEEN THE STATE OF WEST VIRGINIA, DEPART-MENT OF HEALTH & HUMAN RESOURCES, JOHN MANCHIN SR THE VENDOR WILL HEALTH CARE CENTER AND RIDER FIREWACY. OVERSEE PHARMACY NEEDS INCLUDING PROVISION & DISPENS-ING OF APPROPRIATE MEDICATIONS ENDERING SERVICE NECES-SARY TO INSURE COMPLIANCE OF CERTIFICATION. BEGINNING JULY 1, 2006 THROUGH JUNE 30, 2007 THE RATE OF PAY SHALL BE \$22.00 HER HOUR, NOT TO EXCEED \$4,576.00 FOR THE ENTIRE TERM OF THE CONTRACT. 208 HOURS X \$22.00 = \$4,576.00 THIS IS THE LAST PENERAL OF ANSOLES OF . 5.1 7 750 8759

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

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FAIRMONT, WV

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RIDER PHARMACY 303 MERCHANT ST

**\*709045805** 

304-366-2710

FAIRMONT WV 26554 HEALTH AND HUMAN RESOURCES JOHN MANCHIN, SR. HEALTH CARE

401 GUFFEY STREET FAIRMONT, WV

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Purchase Order

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

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HEALTH AND HUMAN RESOURCES JOHN MANCHIN, SR. HEALTH CARE

401 GUFFEY STREET FAIRMONT, WV

26554

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RIDER PHARMACY 303 MERCHANT ST HEALTH AND HUMAN RESOURCES JOHN MANCHIN, SR. HEALTH CARE

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304-558-1294

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SUSIE TEEL

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPPOVED AT TO FORM BY ASSISTANT ATTURNEY GENERAL

# State of West Virginia Purchasing Division

## AGREEMENT

functionese Order # AOGOO89	WVFIMS Account #5156-2006-2843-335-253-
EAM Vendor # 709045805	WVFIMS Vandor # 000040598 Remit to
Rider Phenary, 303 merchant St., Painont, WV  r John Mandin Sr Healthat 4011Guiffey St., Fairmo  The pharacet to provide Sapprox. To his. per including provision and dispensing or approx	mt, W 2659 morth) describismacy meds
necessary to insure compliance of certifics	The state of the s
he rate of pay shall be \$22.00 per \$4576.00 for the entire term of the con	ted 20% fire 22.00 = 4576.00
This agreement may be renewed for an additu- IOTE: Any and the desired must be incorporated in	ons! one year term tothe vendor's fee. No travel will be reimbursed the vendor. The following certification must be
Tease check the appropriate box below:  If an not currently a full-time employee of the S  I amountently a full-time employee of the S  I is hereby certified that the services to be performed un	tate of West Virginia (complete certification below).
non fre full-time duties of the employee and the	€ Freeze
mplayment during the current fiscal year will be \$	Carlo Marite
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- ADMINIBATION . Any professioner to achievening contribed in the agreement are hereby deleted. Disputes estains but a ÷ THE AGENCIAN SERVED DE PROSENTED SE THE HEAT THEFALLS COURT OF TARRES.
- 2 BROLL BRANCESS . Any claims requiring the Agency to technicity of bold meraless only porty is betain deleted to in -
- ACCURATING LAW The agreement shall be governed by the laws of the State of Heat Theginia. This provides replace CAY TESSECTED IN ANY DIRECT STATE & GOVERNING LEV.
- There Provisions in the equipment requiring one Agency in pay taken are deleted. As a State entity, the Agency i exempt from Federal, State, and local comes and will not pay taken for any Vennor including individuals, not will be Agency file any tax returns or imparts on behalf of Vendor or cay other party. Z. .
- PARAMETER Any references to propayment are deleted. Payment will be in account. ⊈ .
- THE PROPERTY Should the Agreement include a province for increast of last payments, the Agency agreed to pay the marind ₽.. legal tack under West Virginia law. All order references to interpest or late charges are deleted.
- PROTECTION Any language in the experienc entring the Agency's right to sent-out, commercials, recommend, or other ÷. defense to became detended.
- FIGURE THE STREETS Dervice professor the expenses may be considered to encounting Figure for the cer-E. of the agreement, charingent whos sends being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or stherwise evaluate for this service, the squeezent stall benefits a victoria parally on Sant 10. Rises that date, the squeezent becomes of no effect and is unit and very Bowever, the Agency Agrees to use its Sent offerts to have the assumes contemplated under the agreement included : to budget. How appropriation or not finding shall not be considered an event of default.
- STREET OF LIBERTATION Any Clauses Limiting the time in which the Agency may bring oute agricus the Ventor, leases the state of the s
- 20. STATUTE SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the ever of defends or any funding during the tops of the agreement are bessy deleted.
- 23. ACCOUNTS FIRS - The Agency tecognises as obligation to pay differency's feet of coars enly even assessed by a court of Chapten junisdiction. May other persistents is invalid and considered mill and void.
- īż. - Non-inhermiding any clause to the contrary, the Agency reserves the right to escape the agreement: empther State of West Windshie Spency, board or consistion upon thirty (30) days existen native to the Vendor at Vendor shell about the without dispini of Agency prior to applying the agreement.
- ŢŢ. Little of Library - The Agency, as a State entity, cannot agree to essue the potential Library of a Vendor Accordingly, any provision limiting the Vendor's Library water a manager to a certain dulier amount of in the person of the agreement is benefy delicited. In addition, any limitable is until and wate to the extent that it precludes may nected for injusy to persons or for desegre to personal property
- TO THE PROPERTY SHALL BENE THE STATE OF SAME SHE ASSESSED UPON SHILLY (SAY WILLIAM SALLING S Train an area
- 25. The result of the first of the first of the first should be liquidated damages upon termination of the agreement is hereby deleted. The housey may only agree to reinfering a Vendor for actual costs incorrect t Louges contained during the current distall year due to ecougal bermination by the Agency prior to the east of an Committee of the same
- MEDICAL Any reference to exchange removal in hereby deleted. The appropriate day be reserved only upon excess extress agreement of the parties.
- 77. Testing - Any provision requiring the Agency to impute equipment or property of any bind and name the Vendor & beneathering or as an edificient insured to beneather deleted.
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- 20. entropy - any reference to exceleration of payments in the event of definit or ned-buring is better deleted
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### AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the appragate.

#### Definitions:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association dwing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law, or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

#### Exception:

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

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause above apply; and all state licensing requirements are in compliance.

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5. Is this agreement related to any other project being undertaken within your agency? If so, briefly describe.

## AGREEMENT QUESTIONNAIRE

Requisiton # 10660089		FINS	Acct	7	5156-2006-2843-333-253-03125
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## FIMS Vendor # 00000140598

- 1. Briefly describe the project scope of work to be completed or the problem to be solved by executing this agreement purchase order with (firm) Rider Pharmacy ?

  Pharmacist will oversee pharmacy needs including provision and dispensing of appropriate medications: rendering services necessary to insure compliance of Medicare certification. Will provide inservices as required and set on Pharmacy (A group.
- 2. What results do you expect to achieve issuing this agreement? Provide pharmacist services in our long term care unit of our facility.
- 3. What would be the effects on your the agency if this agreement was not implemented?

  We would be out of compliance with Medicaid/Medicare certification. We are required by law to have this service.
- 4. What specialized or professional skill will be provided that is not available within your own or some other agency? Licensed pharmacist
- 5. Is this agreement related to any other project being undertaken within your agency? If so, briefly describe. We, other than the continued certification of our long term care unit.
- 5. Describe the methodology and evaluation criteria utilized to select this consultant.

  Contacted all pharmacist in our local telephone book. No other pharmacist was interested in bidding at this time. Also, previous provider made same bid at no additional cost.
- 7. What other consultants were considered for this work? Explain why this particular consultant was selected over the ones considered.

All local pharmacist

8. Is this agreement associated with providing any software, hardware, or data processing related services? If yes written verification of ISEC approval is required and must be attached.

## AGREEMENT ADDENDUM

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the event of conflict between this addention and the agreement, this addention stall control:

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OCCUPATION FIR - The egreement chall be presented by the laws of the State of Hest Virginia. This provision replaces ADY PRESENTED TO ENV OTHER STATE O DEVELLING LEV.

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TRANSPORT - Survild the Agreement include & provision for increase on take payments, the Agency agrees to pay the mexicum Legal Table under Best Virginia Law. All other raterages to incerest of late charges are deleted.

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FIGURE TERM POSSESSE - Service perferred under the agreement may be appealinged to succeeding figure for the term of the agreement, containing upon foods being appropriated by the beginning of collection being created by the service. In the event funds are not appropriated or otherwise continued for this service, the agreement shall continue without penalty on June 10. After that date, the agreement becames of no effect and is null and void. HOWEVEL, the Agency offices to bed its best effects to have the amounts converplaced under the agreement included in its budget. Sur-appropriettes or non-funding shall not be considered an event of default.

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- STATUTAR SERVICES ANY PROVISIONS limiting the Agency's right to obtain similar services or equipment in the event of defends or me-funding furies the term of the eccepted are become selected.
- THE PART The Adency mendarines on obligation to pay attorney's test of costs enly when assessed by a court of composent jurisdiction. Any other providing its invalid and considered buil and waid.
- ACCURATE Receiphotenting my clause to the contrary, the apency reserves the right to excite the spreament to order and or commission upon thirty (30) days written notice to the Vender and Vender ghall charie the eritten consent of Agency policy to serioting the agreement.
- Libertain of Liveriative The Agency, as a State entity, number agree to assume the potential Libertity of a Vendor, Accordingly, any provision limiting the Vendor's liability for direct damages as limiting the Vendor's liability and a contains to a marrain dollar amount of the account of the account is hereby deleted. In addition, my tenterior, is mult and word to the extent that it presides any veries for injury to persons on for designs to personal property.
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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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HEALTH AND HUMAN RESOURCES

HOPEMONT HOSPITAL ACCOUNTS PAYABLE ROUTE 3 BOX 550

TERRA ALTA, WV

MORGANTOWN WV

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HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING ROUTE 7

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State of West Virginia
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2019 Washington Street East
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HOPEMONT HOSPITAL

ACCOUNTS PAYABLE ROUTE 3 BOX 330

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HEALTH AND HUMAN RESOURCES HOPEMONT HOSPITAL CENTRAL RECEIVING ROUTE 7 TERRA ALTA, WV

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

PURCHASE ORDER NO. HOP70121

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#### HOP70121-Specifications

#### CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:

- I. REVIEW EACH RESIDENT'S DRUG REGIMEN AT LEAST QUARTERLY.
- REVIEW AT LEAST QUARTERLY, ALL FACETS OF THE DRUG HANDLING AND DISTRIBUTION SYSTEM TO ENSURE QUALITY OF OPERATION OF THE SYSTEM.
- 3. PROVIDE COMPLETE DOCUMENTATION OF ALL PROFESSIONAL REVIEW ACTITIVITIES REQUESTED, AS DESCRIBED IN THE FACILITY POLICY AND PROCEDURES MANUAL.
- SERVE AS A MEMBER OF THE PHARMACY COMMITTEE AND OUALITY ASSURANCE COMMITTEES.
- MAINTAIN CONTINUING EDUCATION TO ENSURE COMPLIANCE WITH ALL FEDERAL AND STATE REGULATIONS GOVERNING NURSING FACILITIES AND DRUG HANDLING DISTRIBUTION.
- PROVIDE QUARTERLY IN-SERVICE PROGRAM TO DIRECT CARE STAFF REGARDING PHARMACEUTICALS AND FACILITY PHARMACY POLICIES.
- 7. PROVIDE REVIEW OF ALL DIRECT ACTIVITIES INVOLVING PHARMACY SERVICES TO ENSURE COMPLIANCE BY DIRECT CARE STAFF.
- 8. ESTABLISH POLICIES AND PROCEDURES TO CONTROL THE DISTRIBUTION AND ADMINISTRATION OF DRUGS AND PHARMACEUTICAL SUPPLIES.

#### PROCEDURE SERVICES THAT MUST BE PROVIDED:

- PROVIDE DELIVERY OF PRESCRIPTIONS FOR ALL RESIDENTS ON THE SAME DAY OF ORDERING AND WITHIN TWO HOURS FOR STAT ORDERS.
- FURNISH AND REPLENISH DRUG CARTS THAT ALLOW FOR A SEVEN DAY SUPPLY SYSTEM.
- 3. FURNISH AND REPLENISH EMERGENCY SUPPLY IN ACCCEPTED CONTAINERS WITHIN 24 HOURS.
- 4. PROVIDE AND LABEL DRUGS AND SUPPLIES AS REQUIRED FOR RESIDENTS AND PACILITY IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND DEPARTMENT AND FACILITY POLICIES.
- 5. PROVIDE ALL PHARMACY SERVICES TO FACILITY ON A 24 HOUR, 7 DAY PER WEEK BASIS, INCLUDING STAT ORDERS.
- 6. PROVIDE A FAX MACHINE, INCLUDING SUPPLIES.



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

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HEALTH AND HUMAN RESOURCES LAKIN HOSPITAL

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25287 304-675-0860 DATE PRINTED:::::: List 1988 Commission C 17873 FUND 11/29/2004 NET 30 550770251 SHIP VIA F.O.B \*\*\* FREIGHTTERMS\* . . . . ACCOUNT NUMBER BEST WAY DESTINATION PREPAID MUL-MUL QUANTITY LIDP VENDOR ITEM NO. UNIT PRICE .INE TAMOUNT **DELIVERY DATE** CAT.NO. ITEM NUMBER UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) DNE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN OPEN MARKET CLAUSE! THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR 🍘 OVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE 🔲 · TOTAL

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- 1. ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW: The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
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  Contract becomes void and of no effect after June 30.
- 4. COMPLIANCE: Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS: This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION: The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
- 11. TAXES: The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
- 12. RENEWAL: Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

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

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## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

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- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
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## NATURE OF SERVICES REQUIRED

### General

The vendor will provide all drugs and pharmaceuticals as required in Attachment #2, and other services, including, but not limited to, picking up orders, filling of orders, delivery of prescriptions to the individual nursing stations and billing all costs to third party payors as appropriate. Vendor shall provide the services detailed below. The only costs that will be billed to Lakin Hospital will be the cost for stock drugs for use at the Hospital and costs for drugs used by individual Hospital residents who have no financial resources and there exists no third party payor.

## Scope of Work to be Performed:

The vendor shall provide all drugs and pharmaceutical services as required including, but not limited to:

- 1. Picking up orders, filling orders, and delivering orders to the individual nursing stations. All solid dose medications will be filled in individual dose blister pack containers at the vendor's pharmacy.
- 2. Providing monthly medex and physicians' orders reports by computer forms.
- 3. Billing all prescription orders possible to a third party.
- 4. Issuing credits to the Hospital for items returned that were paid for by Lakin Hospital.
- 5. Billing by individual patients with a breakdown of charges separating Rx and non-Rx medications where medications are not reimbursed by a third party and are billed to the Hospital.
- 6. Breaking down drugs on each resident's monthly billing to indicate whether the drugs are "MEDICAID ALLOWABLE", "MEDICAID NON-ALLOWABLE", OR "OVER-THE-COUNTER".
- 7. Billing back to third party payors should patients not covered by a third party payor become certified.
- 8. Providing a contact person to work with the Hospital's Accounts Payable Office on billing issues.
- 9. Providing monthly drug regimen review for all patients and report any irregularities.
- 10. Providing stocked drug carts and treatment carts and providing monthly inspection of same and drug rooms.

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- 11. Destroying all outdated or discontinued medications as provided in the policy manual. The Hospital is on a "7 day" schedule.
- 12. Conducting quarterly meetings of medication services committee.
- 13. Attending other committee meetings as required.
- 14. Conducting an annual in-service training session.
- 15. Makin a pharmacist available at all times should emergencies arise.
- 16. Providing resident pharmacy review with recommendations.
- 17. Providing medication pass inspections monthly.
- 18. Providing psycho tropic drug review and psycho tropic monitoring devices (at least quarterly and upon prescription changes).
- 19. Providing fax machine for expedient medication ordering.
- 20. Supplying all drugs ordered by Physicians.
- 21. Reviewing and stocking emergency medication kits on a monthly basis.
- 22. Preparing nursing home quarterly report on pharmacy activities.
- 23. Provide and update annually a pharmacy manual.
- 24. Bill the hospital the average wholesale price, or the medicaid allowable cost plus \$2.75, whichever is lower, for non-prescription or stock drugs, prescription drugs not medicaid allowable or for all medications if the resident receiving the medications is not subject to third party reimbursement.

## CONTRACT TERMS

## CONTRACT PROVISIONS

After the vendor is selected, a formal contract may be executed between the State and the vendor. The RFQ and the vendor's bid will be included by reference as part of the contract. The order of precedence is the contract, the RFQ and then the vendor's bid. This part of the RFQ contains sections similar to or the same as provisions in the final contract. By signing and submitting their bid, vendors agree to be bound by the terms contained in this part of the RFQ.

## GOVERNING LAWS

The contract will be governed in all aspects by the laws of the State of West Virginia.

## COMPLIANCE WITH LAW AND REGULATIONS

The contract will be subject to the laws of the State of West Virginia, and, where applicable, Federal law. The vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the United States, the State of West Virginia, and political subdivision in which work under the contract is performed. Records shall be made available to representatives of the Department, other State agencies and the Federal government upon request and as required by law.

The vendor shall pay any sales, use and personal property taxes arising out of the contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the vendor. All applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of personnel and to the operation of the Department shall be fully complied with by the vendor.

## NON-APPROPRIATION OF FUNDS

If the Department is not allotted funds in any succeeding fiscal year for the continued use of the service covered by the contract, the Department may terminate the contract at the end of the current fiscal period without further charge or penalty. The Department shall give the vendor written notice of such non-allocation of funds, as soon as possible after the Department receives notice of such non-allocation.

#### CONVENIENCE OUT

The State reserves the right to discontinue use of the services and cancel said contract for convenience at the end of any fiscal year by providing the vendor with ninety (90) days written notice:

## CONTINUITY OF SERVICES

Any contract resulting from this RFQ is intended to provide continuity of services and the management thereof on a continuous basis. In the event of termination of this contract by the vendor, the vendor must assure the continuity of services at a level consistent with the contract terms for a period not to exceed twelve (12) months from the notice of termination or until such time as the Department can provide for an alternate vendor.

## RECORD RETENTION AND CONFIDENTIALITY

Vendor shall comply with all applicable State and Federal statutory and regulatory requirements governing the maintenance of documentation to verify the cost of services rendered under the contract.

The vendor's employees, agents and subcontractors shall have access to private and confidential data maintained by the State to the extent necessary to carry out its responsibilities pursuant to the contract. The vendor agrees to indemnify and hold the State, the Department, its employees, agents and subcontractors harmless from all claims arising out of, resulting from or in any manner attributable to violation of confidentiality, including legal fees and disbursement paid or incurred to enforce the provisions of the contract. The vendor accepts responsibility for providing adequate supervision and training to its agents and employees to ensure that confidentiality is maintained. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute either during the contract period or thereafter.

### **INSURANCE**

The vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Proof of insurance shall be provided by the vendor at the time the contract is awarded. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees in the following amounts:

- 1. For bodily injury (including death): \$500,000.00 per person, up to \$1,000,000.00 per occurrence.
- 2. For property damage and professional liability: Up to \$1,000,000.00 per occurrence.

## CHANGES IN SCOPE

Formal contract amendments and change orders will be negotiated by the Department with the vendor, whenever necessary, to address changes to the terms and conditions, costs of (payment provision), or scope of work included under the contract. Contract amendments and change orders must be approved by the Department, the Department of Administration and all other applicable State agencies prior to their effective date. Upon request from the Department, the

vendor shall provide the State a written statement that the change has no price impact on the contract, or if there is a price impact, provide a description of the price increase or decrease involved in implementing the change.

No changes in scope are to be conducted except at the approval of the State. Then, the services provided pursuant to the change order or contract amendment shall be at the same hourly rates as set forth in the contract, or a lower hourly rate, unless otherwise approved by the Division of Purchasing.

#### INVOICES AND PAYMENTS

The vendor shall submit monthly invoices, in arrears, to the Hospital for all services provided pursuant to the terms of the contract. The invoices shall be in a form approved by the Department and shall enclose a monthly activity log. The vendor will be responsible for payment of all subcontractors, staff and any other support staff contracted to provide services. State law forbids payment of invoices prior to receipt of services. The Department reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified of deficiencies within fifteen (15) days of receipt of the invoice.

#### CONFLICTS OF INTEREST

Vendor covenants that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The vendor further covenants that in the performance of the contract, the vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Department.

#### PROHIBITION AGAINST GRATUITIES

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the Department shall have the right to annul the contract without liability or, at its discretion to pursue any other remedies available under the contract or by law.

### CERTIFICATIONS RELATED TO LOBBYING

Vendor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer to employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and office or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the vendor shall complete and submit a disclosure form to report lobbying.

The vendor shall require that the language of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when the contract was made and entered into. Submission of this certification is a prerequisite for making and entering into the contract imposed under Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty.

### INDEMNIFICATION

The vendor agrees to indemnify, defend and hold harmless the State of West Virginia and the Department, its officers, and employees from and against:

- a. 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;
- b. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation, disregard of Federal or State statutes or regulations of the vendor, its officers, employees, or subcontractors in the performance of the contract;
- c. 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, sue 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;
- d. Any failure of the vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and minimum wage laws.

#### SUBCONTRACTS

Vendor, as prime contractor, is solely responsible for all work performed under the contract, all services offered and all products to be delivered. The Department will consider the vendor to be the sole point of contact with regard to all contractual matters. The vendor may, with the prior written consent of the Department, enter into written subcontracts for performance of work under

the contract. The vendor is responsible for payment due to subcontractors.

## TERMINATION OF THE CONTRACT

The Department may terminate a contract resulting from this RFQ at any time that the vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The Department shall provide the vendor with notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the Department shall issue the vendor an order to stop all work immediately. The Department shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with ninety (90) days prior notice and as set forth elsewhere in this RFQ and any subsequent contract.

## CONTRACT MONITORING AND ACCOUNTING AND AUDIT REQUIREMENTS

The vendor shall maintain business and accounting records detailing the performance of the contract. Accounting records shall be maintained in accordance with generally accepted accounting principles. Authorized representatives or agents of the State and/or Department shall have access to the vendor's business and records upon reasonable notice and at reasonable times during the performance and/or retention period of the contract for purposes of review, analysis, inspection and audit. Department and other State and/or Federal agencies and their respective authorized representatives or agents shall have access to all business, accounting and financial records of any individual, partnership, firm or corporation insofar as they relate to transactions connected with the contract.

The vendor shall maintain business and accounting records for a five (5) year post-contract period or until final resolution of all pending audit questions and litigation. During the five (5) year post-contract period, delivery or and access to the listed items will be at no cost to the State.

### HIPAA COMPLIANCE:

VENDOR MAY NEED TO HAVE ACCESS TO PRIVATE AND CONFIDENTIAL DATA MAINTAINED BY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR) TO PERFORM THE DUTIES AND RESPONSIBILITIES DEFINED IN THIS CONTRACT. VENDOR AGREES TO MAINTAIN THE CONFIDENTIALITY AND SECURITY OF ANY DATA PROVIDED IN ACCORDANCE WITH ALL APPLICABLE CONFIDENTIALITY LAWS AND SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF WEST VIRGINIA AND THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES AGAINST ALL CLAIMS BROUGHT BY ANY PARTY ALLEGING BREACH OF CONFIDENTIALITY BY-THE VENDOR, VENDOR'S SUBCONTRACTORS, OR INDIVIDUALS PERMITTED ACCESS BY VENDOR. THE VENDOR AGREES TO MEET THE REQUIREMENTS OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA), PUBLIC LAW 104-191, 110 STAT. 1936 (1996) AND REGULATIONS PROMULGATED THEREUNDER AS APPLICABLE. THE SUCCESSFUL VENDOR MAY BE DETERMINED TO BE A BUSINESS ASSOCIATE OF THE DHHR, AND IF SO, THE VENDOR AGREES TO SIGN WITHOUT MODIFICATION, DHHR'S STANDARD HIPAA BUSINESS ASSOCIATE AGREEMENT.

### ATTACHMENT # 1

#### COST PROPOSAL

A. COST WILL NOT EXCEED THE AVERAGE WHOLESALE PRICE OR MEDICAID ALLOWABLE COST PLUS \$2.75 OR OUR REGULAR RETAIL PRICE WHICHEVER IS LOWER. FOR ANY PRESCRIPTION WHICH IS NOT MEDICAID ALLOWABLE EVERY EFFORT WILL BE MADE TO ENSURE PRESCRIPTIONS WILL BE COVERED BY INSURANCE OR CHANGED IF PERMISSION GIVEN BY PHYSICIAN. THERE WILL BE NO ADDED COSTS FOR TRAVEL OR OUT OF POCKET EXPENSES.

THE LIST OF MEDICATIONS ENTITLED "STOCK ITEMS BILLED TO LAKIN HOSPITAL FROM 12-01-04 THROUGH 11-30-05

WILL BE ISSUED AT NO CHARGE TO THE HOSPITAL ANY TIME THAT THEY ARE ORDERED. THERE WILL BE NO CHARGE FOR THESE LISTED STOCK ITEMS.

ANY OTHER MEDICATIONS WILL BE BILLED AT THE RATE REQUESTED IN THE RFQ BY THE STATE WHICH IS REPEATED IN ITEM C ON THIS SHEET.

- B. NO CHARGE FOR PHARMACY CONSULTANT.
- THE AVERAGE WHOLESALE PRICE, OR THE MEDICAID ALLOWABLE COST PLUS \$2.75 OR OUR REGULAR RETAIL PRICE WHICHEVER IS LOWER. FOR NON-PRESCRIPTION OR STOCK DRUGS, PRESCRIPTION DRUGS NOT MEDICAID ALLOWABLE OR FOR ALL MEDICATIONS IF THE RESIDENT RECEIVING THE MEDICATIONS IS NOT SUBJECT TO THIRD PARTY REIMBURSEMENT.

Authorized Signature

# THE FOLLOWING IS A LIST OF STOCK ITEMS THAT WILL BE ISSUED AT NO CHARGE ITO LAKIN HOSPITAL WHEN ORDERED FOR THE DURATION OF THIS CONTRACT:

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25 btls.	Saline, 9% Sodium Chloride, INJ, USP	,10 ml. vials
!25 btls.	Sterile Water	i 10 ml. vials .
.25 btls.	Acetaminophen Supp.	,650 mg.
20 btls.	Aspirin, Adult low dose/Children's	¦81 mg. !
100 btls.	Biscodyl Tablets	,5 mg.
100 bils.	Docusate Sodium Liquid	50 mg./5 m.
150 btls.	Antacid, Mylanta (equal)	1
10 bx.	Biscodyl Suppositories	!10 mg.
10 btls.	Vitamin B1	150 mg.
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25 bils.	Docusate Sodium Softgels	100 mg.
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150 btls.	Maalox, Magnesia & Alumina, Mint	
10 btls.	Oyster Calcium w/vitamin D tablets	250 mg.
50 tubes	Triple Antibiotic Ointment	.9g
50 btls.	i Vitamın, Multi	
300 tubes	Zinc Oxide Ointment, USP	130 mg.
. 50 btls.	: Acetamin	:325 mg.
25 btls.	Acetamin	'600 mg.
25 btls.	Vitamin C	1500 mg.
. 100 bils.	Docusate/Sodium/Casanthranol Syrup	1 , 300 mg.
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200 btls.	; Milk of Magnesia	
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i 10 bt/s.	Docusate Cal .	1240
5 btls.	Elimite	1240 mg.
8 vials	Epinephrine	5%
10 btls.	Gold Bond Medicated Powder	11 mg/ml
10 bils.	Hydramine	1
25 tubes	Insta-Glucose Gel	12.5/5 ml
50 tubes	Moisture Barrier Skin Ointment	12.5/5 ml
200 tubes	: K-Y Gel	
10 btls.		!
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4 vials	Novocain	
25 btls.	Phazyme-95	1%
100 ea.	Sharps Containers	
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10 btls.		
10 bils.	Sun Block SPF30	100
10 vials	Thiamine HCL Tubersol SU	100 mg.
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State of West Virginia Department of Administration **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

PURCHASE ORDER NO.

LSH50153

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CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

HEALTH AND HUMAN RESOURCES LAKIN HOSPITAL

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

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PINECREST HOSPITAL 105 SOUTH EISENHOWER DRIVE

HEALTH AND HUMAN RESOURCES

BECKLEY, WV

25801

SEE REVERSE SIDE FOR **TERMS AND CONDITIONS** 

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BARBOURSVILLE WV 25504 HEALTH AND HUMAN RESOURCES PINECREST HOSPITAL 105 SOUTH EISENHOWER DRIVE

BECKLEY, WV

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ROBERTA WAGNER

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APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL PURCHASING DIVISION AUTHORIZED SIGNATURE

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

HEALTH AND HUMAN RESOURCES

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Purchase Order

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12/03/2004 948 - 72

OPEN END CONTRACT TO PROVIDE PHARMACY SUPPLIES AND

SERVICES.

TO PROVIDE PHARMACEUTICAL CONSULTANT SERVICES & PRESCRIPTIONS TO THE RESIDENTS OF PINECREST HOSPITAL, BECKLEY, WV

PHARMACY WILL PROVIDE ALL PRESCRIPTION DRUGS AS REQUIRED, INCLUDING, BUT NOT LIMITED TO PICKING UP ORDERS, FILLING ORDERS, DELIVERY OF PRESCRIPTIONS TO THE INDIVIDUAL NURSES STATIONS AND BILLING COSTS TO THIRD PARTY | PAYORS |, AS APPROPRIATE. PHARMACY SHALL PROVIDE THE SERVICES DETAILED BELOW. THE ONLY COSTS THAT WILL BE BILLED, WILL BE THE COSTS FOR DRUGS BY INDIVIDUAL HOSPITAL RESIDENTS, WHO HAVE NO FINANCIAL RESOURCES AND THERE EXISTS NO THIRD PARTY PAYOR State Purchasing Division

SEE ATTACHED DETAILED SPECIFICATIONS:

Purchasing Division's File Copy

Administration Unit Certified Encumbered

OPEN END

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558-0492

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APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

## General Terms & Conditions Purchase Order/Contract

- ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
- APPLICABLE LAW: The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 4. COMPLIANCE: Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS: This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
- 8. CANCELLATION: The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
- 9. SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
- 11. TAXES: The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
- 12. RENEWAL: Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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