

**Continuum Care Pharmacy**

# 3 Chateau Lane, Suite C, Barboursville, WV 25504  
Ph (304) 736-8310 Fax(304) 736-8312

June 8, 2006

Re: Hopemont Hospital Bid

Dear Hopemont Hospital,

We are pleased to submit our proposal for pharmaceutical services to Hopemont Hospital. The Hospital can be sure of our total commitment to provide timely and quality service. We look forward to the opportunity to assist the Hospital in meeting its patients needs and requirements.

We believe ContinuumCare, a West Virginia based corporation, is uniquely qualified with all of the necessary resources to assist the Hospital. ContinuumCare's primary objective is servicing residents and patients in Long Term Care Facilities. We are not just a retail pharmacy servicing Long Term Care Facilities as a means of increasing revenue. We feel that this primary function places ContinuumCare above others in the quality of care that can be provided.

Our professional management team, all experienced in servicing State Facilities, plays an integral part in our endeavors to service our clients. We believe after reviewing our proposal, the Hospital will share our conviction that we have the people, the resources, and technology to provide the Hospital with the best pharmaceutical and ancillary services available.

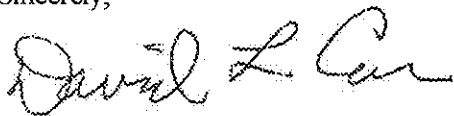
We have serviced Lakin State Hospital since 2001, Our exemplary services have been so outstanding, we have been awarded two bids and were awarded auto-renewals in between. You may contact Kim Billups, Director of Nursing at Lakin State Hospital, to question our services and ability to supply the needs of the Hospital. We encourage you to do so if you have any questions or concerns. We also service Pinecrest Hospital. Since December of 2004, our exemplary services have been so outstanding we were awarded the auto-renewal in December of 2005. You may contact Linda Scott, Director of Nursing at Pinecrest Hospital, to address any questions or concerns.

As stated previously, unlike our competition, we are a West Virginia based corporation. We would welcome the opportunity to prove ourselves to you and this facility.

We thank you for the opportunity to present this proposal, and we look forward to serving you in the future. Should you desire further information about ContinuumCare, our staff, our experience, our technology, or other services we offer, please contact one of the following representatives of ContinuumCare Pharmacy at 1-800-785-5850

Michael J. Ebbert, R Ph, Vice President of Operations  
David L. Carr, R Ph, President and CEO

Sincerely,

A handwritten signature in black ink that reads "David L. Carr". The signature is written in a cursive style with a large, stylized "C" at the end.

David L. Carr, RPh, President and CEO

# Response to Request For Proposal

#HOP70121

ContinuumCare Pharmacy  
#3 Chateau Lane, Suite C  
Barboursville, WV 25504

David L. Carr, R.Ph., MBA  
President CEO

Michael J. Ebbert, R.Ph.  
Vice President of Operations

**Hopemont Hospital  
Route 7  
Terra Alta, WV 26764**

**Proposal Information**

## Response to Procurement Specification

To provide pharmaceutical consultant services and prescriptions to the residents of Hopemont Hospital, a Long Term Care Facility located at Rt. 7, Hopemont, WV. These services will be provided in accordance with the federal and state regulations governing nursing facilities as well as relevant department of health and human resources and facility policies and procedures

**ContinuumCare Pharmacy will provide a cost to the facility of AWP-15% for all Brand name medications and AWP-25% for all generic medications.**

ContinuumCare Pharmacy will comply with and be knowledgeable of the Health Insurance Portability and Accountability Act of 1996.

### Consultant Services:

ContinuumCare Pharmacy will review each resident's drug regimen at least quarterly. Our Consultant Pharmacist has many years of experience consulting the Long Term Care Community. Monthly drug regimen review is only a small part of the job description the consultant has. Our consultant is able to work with the physicians and nursing staff to ensure all irregularities are identified. After these issues are identified, the Consultant makes recommendations which allow the facility to remain compliant with all state agencies. The Consultant's reporting process assures that all irregularities are directed to the physicians and nursing departments for timely addressing and corrections.

The Consultant Pharmacist will provide monthly medication pass observation inspections with the nursing staff. The results will be reviewed not only with the Director of Nursing, but with the nurse observed. ContinuumCare believes that this one-on-one relationship provides training at the time the error may have occurred. If in the event more medication pass audits are required, the Consultant will work with the Director of Nursing to set additional passes as needed.

The Consultant Pharmacist will provide resident pharmacy review with recommendations. This review is part of our reporting process directed toward the physicians and nursing staff. Copies of all documentation are not only given to the Physician, Medical Director, and Director of Nursing, but copies are also given to the Hospital Administrator.

ContinuumCare's Consultant Pharmacist will also provide psychotropic drug reviews. These results will be monitored on a monthly basis with pharmacist interventions noted.

The Consultant Pharmacist will utilize an interdisciplinary approach while monitoring side effects, suggest gradual dose reductions, and implement non-medication interventions. All results will be reported at least quarterly and upon any prescription change.

The Consultant Pharmacist is experienced in conducting pharmaceutical meetings on a quarterly basis. As a member of the American Society of Consultant Pharmacists, our Consultant is able to keep abreast of all new policies and procedures pertinent to the Long Term Care Community. This membership allows the efficient dissemination of information to all members of the pharmaceutical committee. The Consultant Pharmacist will be available for membership on any committee the Hospital sees fit.

The Consultant Pharmacist will conduct a minimum annual in-service training session. However, with today's ever changing information with respect to the geriatric community, ContinuumCare believes that an annual in-service training session is not sufficient. ContinuumCare believes that keeping abreast of information is the only way to provide quality care. ContinuumCare through our trained staff can provide this information through audio, video, on-site presentation material, and continuing education.

The Consultant Pharmacist will establish policies and procedures to control the distribution and administration of drugs and pharmaceutical supplies. ContinuumCare will provide a Policy and Procedure Manual to the Hospital. This manual will be reviewed and updated at least yearly or earlier if the need should arise.

#### Prescription Services:

ContinuumCare will provide delivery of prescriptions for all residents on the same day of ordering as available to the pharmacy. Otherwise, the medication will be ordered and delivered on the next business day. Also, ContinuumCare will deliver all STAT medications within a two (2) hour period.

ContinuumCare has experience in "14 day" dosing systems and is well aware of the ins and outs of efficient and dispensing of medications using the "14 day" system. ContinuumCare has many different types of dispensing systems which allow the facilities to choose if the need should arise for changing systems. ContinuumCare will furnish and replenish drug carts that allow for any of our systems, including the fourteen day supply system.

ContinuumCare will also furnish and replenish all emergency supplies in acceptable containers within a 24 hour period.

ContinuumCare will provide and label drugs and supplies as required for residents and facility in accordance with all applicable federal and state laws and department and facility policies

ContinuumCare will provide the Hospital with a Pager number carried by a staff pharmacist 24 hours a day, 365 days a year for all STAT and emergency medications needed

ContinuumCare's procedure is to provide a plain paper FAX machine to each nursing station for the timely transmittal of orders. We believe that this procedure allows a more precise and timely manner of obtaining orders. All orders for delivery will be separated with a printed packing slip specifying the medication contained. ContinuumCare will not only provide the FAX machine, but also the supplies.

ContinuumCare is able to bill Medicaid eligible prescriptions directly to West Virginia Medicaid. ContinuumCare has an experienced billing department that assures medications are billed in a timely manner and retro billing is accomplished once a patient is covered.

If any medication is billed to the facility for a non-covered Medicaid patient, ContinuumCare will issue a credit when the patient becomes eligible and their medications are billed to West Virginia Medicaid. ContinuumCare provides a credit to the Hospital for items that was paid for by the facility upon return to the pharmacy. ContinuumCare provides duplicate return forms for the returning of merchandise. A copy of the form is held by the Hospital for comparison against monthly statements.

Prescriptions for indigent residents shall be billed to the resident; however, if the resident has no funds available for payment, ContinuumCare will bill the facility. Prescriptions for Private Pay residents shall be billed directly to the resident. The facility will not be responsible for collection of those charges.

ContinuumCare will provide upon request, individual and aggregate descriptions of billing and reimbursement history for Medicaid prescriptions. ContinuumCare is able to breakdown drugs on each resident's monthly billing to indicate whether the drugs are "Medicaid Allowable", "Medicaid Non-Allowable", or "Over-the-Counter". Our billing department will work with the Hospital that all statements are printed to include a minimum of the above information in addition to any other formats the Hospital would like.

ContinuumCare will provide individualized side-effect descriptions.

ContinuumCare will provide upon request, documentation and rationale to justify individual and facility prescription charges for private pay and indigent residents. Our billing department will work with the Hospital to alert them when a medication isn't covered by an insurance or Medicaid. They will then discuss with the Hospital the options that lie ahead.

ContinuumCare will provide all other duties as required by federal and state regulations, department and facility policies and as needed. We will also provide copies of our pharmacy license and medical liability insurance with our bid response.





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

# Request for Quotation

RFQ NUMBER
HOP70121

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR	*814104736      304-736-8310
	CONTINUUM CARE PHARMACY
	3 CHATEAU LANE #C
	BARBOURSVILLE WV 25504

SHIP TO	HEALTH AND HUMAN RESOURCES
	HOPEMONT HOSPITAL
	CENTRAL RECEIVING
	ROUTE 7
	TERRA ALTA, WV 26764      304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/01/2006				

BID OPENING DATE: **06/08/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-72		
<p>*****REQUEST FOR QUOTATION*****            OPEN-END BLANKET ORDER</p> <p>THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR HOPEMONT HOSPITAL TO PROVIDE PHARMACEUTICAL CONSULTING SERVICES AND PRESCRIPTIONS TO THE RESIDENTS.</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS:            1) HOP70121 SPECIFICATIONS            2) AFFIDAVIT</p> <p>OPEN END CONTRACT FOR PHARMACEUTICAL CONSULTANT SERV</p> <p>TO PROVIDE PHARMACEUTICAL CONSULTANT SERVICES AND PRESCRIPTIONS TO THE RESIDENTS OF HOPEMONT HOSPITAL, A LONG TERM CARE FACILITY LOCATED AT ROUTE 7, TERRA ALTA, WEST VIRGINIA, PRESTON COUNTY.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(304) 736-8310	06/08/2006
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	55-0770251	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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.
2. 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 registration fee (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
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.
6. 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 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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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**ORIGINAL SIGNED BID TO:**

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

**DUPLICATE BID TO:**

State Auditor's Office  
Bid Observer  
Building 1 Room W114  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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 26764      304-789-2411

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/01/2006				

BID OPENING DATE: **06/08/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THESE SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS GOVERNING NURSING FACILITIES AS WELL AS THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, FACILITY POLICIES AND PROCEDURES.</p> <p>AWP LESS      % FOR NON BILLABLE PRODUCTS.</p> <p>VENDOR MUST COMPLY WITH AND BE KNOWLEDGEABLE OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA).</p> <p>VENDOR SHALL BE KNOWLEDGEABLE OF AND COMPLY WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA).</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON WRITTEN MUTUAL 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 ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON DATE OF AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(304) 736-8310	06/08/2006
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	55-0770251	

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<p>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.</p> <p>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.</p> <p>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 IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, MAY 17, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            EMAIL: RWAGNER@WVADMIN.GOV</p> <p>SCHEDULE OF EVENTS:            RELEASE OF THE RFQ.....05/05/2006            VENDOR'S WRITTEN QUESTIONS SUBMISSION DEADLINE (CLOSE OF BUSINESS)..05/17/2006            ADDENDUM ISSUED.....05/24/2006            BID OPENING DATE.....06/08/2006</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE <b>(304) 736-8310</b>	DATE <b>06/08/2006</b>
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<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(304) 736-8310	06/08/2006
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	55-0770251	

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<p>THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;            OR            ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(304) 736-8310	06/08/2006
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	55-0770251	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER  
**HOP70121**

PAGE  
**7**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**ROBERTA WAGNER**  
**304-558-0067**

**VENDOR**  
 \*814104736      304-736-8310  
**CONTINUUM CARE PHARMACY**  
**3 CHATEAU LANE #C**  
  
**BARBOURSVILLE WV 25504**

**SHIP TO**  
**HEALTH AND HUMAN RESOURCES**  
**HOPEMONT HOSPITAL**  
**CENTRAL RECEIVING**  
**ROUTE 7**  
**TERRA ALTA, WV**  
**26764      304-789-2411**

DATE PRINTED <b>05/01/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/08/2006**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASIN DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>CONTINUUM CARE PHARMACY</u></p> <p>DATE: <u>06/08/2006</u></p> <p>SIGNED: <u>David L Can</u></p> <p>TITLE: <u>CEO</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED ALONG WITH A CONVENIENCE COPY TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE <b>(304) 736-8310</b>	DATE <b>06/08/2006</b>
TITLE	FEIN <b>55-0710251</b>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





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

# Request for Quotation

RFQ NUMBER
HOP70121

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8

ADDRESS CORRESPONDENCE TO ATTENTION OF
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/01/2006				

BID OPENING DATE: 06/08/2006      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> <p>STATE AUDITOR'S OFFICE            BID OBSERVER            BUILDING 1, ROOM W114            1900 KANAWHA BOULEVARD, EAST            CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----ROBERTA WAGNER/FILE 22-----</p> <p>RFQ. NO.:-----HOP70121-----</p> <p>BID OPENING DATE:-----JUNE 8, 2006-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- (304) 736-8312 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- DAVID CARR -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	(304) 736-8310	06/08/2006
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	55-0770251	

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# Request for Quotation

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HOP70121

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/01/2006				

BID OPENING DATE: 06/08/2006      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ HOP70121 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE (304) 736-8310	DATE 06/08/2006
TITLE	FEIN 55-0770251	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

CONSULTANT SHALL PROVIDE THE FOLLOWING SERVICES:

1. REVIEW EACH RESIDENT'S DRUG REGIMEN AT LEAST QUARTERLY.
2. 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 ACTIVITIES REQUESTED, AS DESCRIBED IN THE FACILITY POLICY AND PROCEDURES MANUAL.
4. SERVE AS A MEMBER OF THE PHARMACY COMMITTEE AND QUALITY ASSURANCE COMMITTEES.
5. MAINTAIN CONTINUING EDUCATION TO ENSURE COMPLIANCE WITH ALL FEDERAL AND STATE REGULATIONS GOVERNING NURSING FACILITIES AND DRUG HANDLING DISTRIBUTION.
6. 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:

1. PROVIDE DELIVERY OF PRESCRIPTIONS FOR ALL RESIDENTS ON THE SAME DAY OF ORDERING AND WITHIN TWO HOURS FOR STAT ORDERS.
2. FURNISH AND REPLENISH DRUG CARTS THAT ALLOW FOR A SEVEN DAY SUPPLY SYSTEM.
3. FURNISH AND REPLENISH EMERGENCY SUPPLY IN ACCEPTED CONTAINERS WITHIN 24 HOURS.
4. PROVIDE AND LABEL DRUGS AND SUPPLIES AS REQUIRED FOR RESIDENTS AND FACILITY 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.

7. BILL MEDICAID ELIGIBLE PRESCRIPTIONS DIRECTLY TO WV MEDICAID.
8. FOR RESIDENTS WHO TEMPORARILY LOSE MEDICAID, THE VENDOR MAY BILL THE FACILITY UNTIL ELIGIBILITY IS REESTABLISHED. UPON RE-ELIGIBILITY, VENDOR SHALL BACK-BILL MEDICAID FOR ALL ELIGIBLE PRESCRIPTIONS AND PROVIDE A CREDIT TO THE FACILITY.
9. PRESCRIPTIONS FOR INDIGENT RESIDENTS SHALL BE BILLED TO THE RESIDENTS. IF THE RESIDENT LACKS FUNDS FOR PAYMENT, THE VENDOR SHALL BILL THE FACILITY.
10. PRESCRIPTIONS FOR PRIVATE PAY RESIDENTS SHALL BE BILLED DIRECTLY TO THE RESIDENT; THE FACILITY WILL NOT BE RESPONSIBLE FOR COLLECTION OF THOSE CHARGES.
11. PROVIDE UPON REQUEST, INDIVIDUAL AND AGGREGATE DESCRIPTIONS OF BILLING AND REIMBURSEMENT HISTORY FOR MEDICAID PRESCRIPTIONS.
12. PROVIDE INDIVIDUALIZED SIDE-EFFECT DESCRIPTIONS.
13. PROVIDE, UPON REQUEST, DOCUMENTATION AND RATIONALE TO JUSTIFY INDIVIDUAL AND FACILITY PRESCRIPTION CHARGES FOR PRIVATE PAY AND INDIGENT RESIDENTS.
14. OTHER DUTIES AS REQUIRED BY FEDERAL AND STATE REGULATIONS, DEPARTMENT AND FACILITY POLICIES AND AS NEEDED.

VENDOR SHALL BE KNOWLEDGEABLE OF AND COMPLY WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA)

RENEWAL: THIS CONTRACT MAY BE RENEWED UPON WRITTEN MUTUAL 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 ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.

**A F F I D A V I T****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 aggregate.

**DEFINITIONS:**

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

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

**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.

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia

**CONFIDENTIALITY:**

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated

Vendor's Name: CONTINUUM CARE PHARMACY

Authorized Signature: David L. Can Date: 6/2/06