

The State of West Virginia Bureau for Medical Services



Request for Proposal MED12009

External Quality Review Organization

Receipt Location:

WV Department of Health and Human Resources
Office of Purchasing
One Davis Square, Suite 100
Charleston, WV 25301

WARNING: Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. A prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

Proposals shall be addressed to:

WV Department of Health and Human Resources
Office of Purchasing
ATTN: Donna D. Smith, Senior Buyer
One Davis Square, Suite 100
Charleston, WV 25301
Donna.D.Smith@wv.gov
Telephone (304) 957-0218 Fax (304) 558-2892



REQUEST FOR PROPOSAL

Bureau for Medical Services MED12009

TABLE OF CONTENTS

- Section 1: General Information
- Section 2: Project Specifications
- Section 3: Vendor Proposal
- Section 4: Evaluation and Award
- Section 5: Contract Terms and Conditions

SECTION 1: GENERAL INFORMATION

1.1 **Purpose:** The Bureau for Medical Services, hereinafter referred to as the “Bureau” or “BMS,” is soliciting proposals pursuant to **West Virginia Code §9-2-9b** and the Medicaid Services Contracts Purchasing Methodology and Manual to obtain the services of an External Quality Review Organization (EQRO) for the West Virginia Mountain Health Trust (MHT) Medicaid managed care program in accordance with the attached specifications.

1.2 By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request For Proposal (RFP).

A RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

1.2.1 Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract shall be borne by the Vendor. It is clearly understood that the Bureau and State of West Virginia are exempt from any taxes regarding performance of the scope of work of this contract.

1.3 **Schedule of Events:**

- Vendor’s Written Questions Submission Deadline.....02/07/12
- Mandatory Pre-bid Conference.....01/20/12
- Addendum Issued.....02/21/12
- Bid Opening Date.....03/06/12



- 1.4 **Mandatory Pre-Bid Conference:** A mandatory pre-bid will be conducted on the date listed below:

Date: 01/20/12

Time: 1:30 PM

Location: One Davis Square, Suite 100

Telephone Number: (304) 558-1700

All interested Vendors are required to be represented at this meeting. **Failure to attend the mandatory pre-bid shall result in the disqualification of the bid.** No one (1) person may represent more than one (1) Vendor.

All potential Vendors are requested to arrive prior to the starting time for the pre-bid conference. Vendors who arrive late, but prior to the dismissal of the technical portions of the pre-bid conference will be permitted to sign in. Vendors who arrive after conclusion of the technical portion of the pre-bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

An attendance sheet will be made available for all potential Vendors to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to provide your company and representative name on the attendance sheet will result in the disqualification of your bid. The Bureau will not accept any other documentation to verify attendance. The Vendor is responsible for ensuring they have completed the information required on the attendance sheet. The Bureau will not assume any responsibility for a Vendor's failure to complete the pre-bid attendance sheet. In addition, all potential Vendors are asked to include their e-mail address and fax number.

- 1.5 **Inquiries:** Inquiries regarding specifications of this RFP must be submitted in writing to the Office of Purchasing with the exception of questions regarding the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.3. All inquiries of specification clarification must be addressed to:

WV Department of Health and Human Resources

Office of Purchasing

ATTN: Donna D. Smith, Senior Buyer

One Davis Square, Suite 100

Charleston, West Virginia 25301

Donna.D.Smith@wv.gov

Telephone (304) 957-0218 Fax (304) 558-2892

No contact between the Vendor and the Bureau is permitted without the express written consent of the Office of Purchasing. Violation may result in rejection of the bid. The Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

- 1.6 **Verbal Communication:** Any verbal communication between the Vendor and any Bureau personnel is **not** binding, including that made at the mandatory pre-bid



conference. Only information issued in writing and added to the RFP specifications by an official written addendum by the DHHR Office of Purchasing is binding.

- 1.7 **Addenda:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the DHHR Office of Purchasing.

SECTION TWO: PROJECT SPECIFICATIONS

- 2.1 **Location:** Bureau is located at 350 Capitol Street, Room 251, Charleston, WV 25301.

- 2.2 **Background and Current Operating Environment:** MHT is a Medicaid managed care program that has operated in the State of West Virginia under 1915(b) waiver authority since 1996. The program emphasizes the effective organization, financing, and delivery of primary health care services as a means to improve Medicaid beneficiary access to care and enhance quality through the provision of coordinated services. MHT includes primary care case management program known as Physician Assured Access System (PAAS) and a capitated managed care organization (MCO) program. MHT is overseen by the Office of Managed Care and Procurement Services within the Bureau for Medical Services.

The program currently enrolls mandatory and optional Temporary Aid to Needy Families (TANF), Aid to Families with Dependent Children (AFDC)-related populations under Section 1937 benchmark authority, also known as Mountain Health Choices (MHC) or 1915(b) waiver authority, also known as MHT, of the Social Security Act. Additional populations and/or services may be considered for future managed care enrollment and benefit expansion.

BMS has developed comprehensive capitated risk contracts with qualified MCOs serving MHT enrollees. Currently there are three (3) such contractors, each of which is a licensed MCO under the West Virginia Department of Insurance. Carelink and The Health Plan of the Upper Ohio Valley have participated in the MHT program since its inception in 1996. Unicare began enrolling beneficiaries in November 2003. External Quality Review (EQR) has included all three (3) MCOs since calendar year 2004.

MCOs provide enrollees with all acute and preventive physical health care services. MCOs also provide and proactively manage a wide range of additional services, including service coordination, case management, health education and outreach to ensure the delivery of quality health care services. Other services, such as prescription drugs, behavioral health, nursing facilities, children's dental services, and non-emergency transportation are available through fee-for-service Medicaid. As of October 2010, there were approximately 161,000 beneficiaries enrolled in managed care plans, which operate in all fifty-five (55) counties, and 8,000 members enrolled in the PAAS program.

An enrollment broker is employed to assist Medicaid beneficiaries in understanding their choices and selecting a MCO or PAAS provider. TANF beneficiaries in counties with two (2) or more contracted MCOs must choose between one (1) of the MCOs. In



addition, in certain rural counties with only (1) MCO, TANF beneficiaries must enroll in that MCO. TANF beneficiaries in other counties with only one (1) contracted MCO and the PAAS Program can choose between the MCO and the PAAS program; members who do not choose are assigned to the MCO in their county. The enrollment broker assists beneficiaries in choosing between MCOs or between a MCO and the PAAS program, depending on the beneficiary's county of residence, and in selecting a primary care provider (PCP).

An EQRO is employed to assist with quality oversight and comply with Federal requirements in 42 CFR (Code of Federal Regulations) Part 438 Subpart E – External Quality Review regarding validation of performance improvement projects (PIP), validation of performance measures, compliance review, and reporting. MCOs are required to cooperate with the EQR and provide to the State all reports, findings, and other results of the Medicare or private review accreditation review applicable to Medicaid standards from a previous three (3) year period.

Health care PIPs are intended to assess and improve processes and outcomes of care and must be designed, conducted, and reported in a methodologically sound way to assure confidence in the reported improvements. Performance measures are determined by BMS which provides the EQRO with information concerning the performance measures to be calculated by the MCOs; the specifications to be followed in calculating these measures; and the manner and mechanisms for reporting these measures to BMS. The annual compliance review consists of comparison of MCO quality policies and procedures to the MHT quality management program standards in the current MCO contract.

As allowed in 42 CFR §438.360, in an effort to avoid duplication, BMS may exercise its authority to rely on other review results such as Medicare or private accreditation reviews, as part of the MHT compliance review. Other review results are used in cases as determined appropriate by BMS where structural and operational standards overlap between the Medicaid review and Medicaid EQR (such as credentialing and credentialing procedures, using practice guidelines, reporting processes to the MCO Board of Directors, approval of the Quality Improvement Council).

Reports provided by the EQRO are used by BMS staff to develop ongoing review and evaluation strategies for each plan and communicate the results of the final report along with these strategies to each plan. As required by 42 CFR §438.364, the State makes copies of EQR findings for activities conducted in accordance with 42 §438.358 available to interested parties.

- 2.3 **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.



- 2.4 **Project and Goals:** The project goals and objectives are to provide services that satisfy Federal requirements for the mandatory activities related to EQR and results specified in 42 CFR Part 438 Subpart E – External Quality Review. The Vendor should address within their proposal how they are able to:
- Identify any issues or problems regarding access, quality, and utilization;
 - Verify MCO compliance with program systems and clinical requirements, as outlined in the MCO contract;
 - Identify “best practices” and work with MCOs to improve results;
 - Provide BMS with a comprehensive report that can be used as part of the Bureaus’ overall quality strategy; and
 - Prepare BMS and the MCOs for fall review activities that will take place during the year. This approach should include an onsite orientation meeting with the MCOs and BMS.
- 2.4.1 Vendor should propose an organized, integrated plan to evaluate the quality of MCOs participating in the West Virginia MHT program. The work plan should specifically address how the Vendor conducts all EQR activities and reporting requirements in the most efficient way for both State and MCO staff. The work plan should establish time estimates for each significant segment of work that demonstrates the Vendor’s ability to comply with expected timeframes in Section 2.5.5 of this RFP.
- 2.4.2 The Vendor should propose a plan to validate and review PIPs as required by 42 CFR §438.358(b)(1). The Vendor should propose a plan to validate PIPs required by the State that were underway during the preceding twelve (12) months, to comply with requirements set forth in 42 CFR §438.240(b)(1). The plan should describe how the Vendor assess the study and methodology for conducting the PIPs, verify actual PIP study findings, evaluate overall validity and reliability of study results, and monitor performance indicators after completion of the PIP to ensure sustained improvements.
- 2.4.3 The Vendor should propose a plan to validate performance measures as required by 42 CFR §438.358(b)(2). The Vendor should propose a plan to validate MCO performance measures reported (as required by the State) or MCO performance measure calculated by the State during the preceding twelve (12) months to comply with requirements set forth in 42 CFR §438.240(b)(2). The plan should describe how the Vendor develops an understanding of State requirements, prepare the MCOs for onsite activities, conduct an assessment or reviewing the results of a prior assessment of the MCOs’ information systems, review and assess the MCOs’ procedures for collecting and integrating data, evaluate MCO processes to produce performance measures, evaluate the MCOs’ processes for State reporting, produce required reports for the State, and conduct any necessary follow-up with the MCOs.
- 2.4.4 The Vendor should propose a plan to conduct an annual compliance review as required by 42 CFR §438.358(b)(3) and determine the MCOs’ compliance with the standards established by the State to comply with the requirements of 42



CFR §438.204(g), as well as other components of the MHT MCO contract. The plan should address how the Vendor identifies areas to review, in accordance with Federal and State requirements, obtain background information, review documents, conduct interviews, collect any other necessary information, analyze and compile findings, and report results to the Bureau.

- 2.4.5 The Vendor should propose a plan to monitor the Medicare and private standards and processes for review and make recommendations to BMS as to where it may be appropriate to use the Medicare or private review to avoid duplication.
- 2.4.6 The Vendor should propose a plan to review MCO activities that are unique to the MHT program, such as review of grievance and appeals processes, timelines, and notifications regarding State fair hearing processes and Medicaid's Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) outreach and notices; notify MCOs of the preliminary review findings and request corrective action plans for each area in which the MCO has not demonstrated sufficient compliance; and provide clarification and/or technical assistance to MCOs as necessary to develop and implement corrective action plans.
- 2.4.7 The Vendor should address within their proposal how information provided to the Bureau accurately and reliably summarizes the performance of each MCO in each quality management area and identifies areas for corrective action and performance improvement.
- 2.4.8 The Vendor should propose a plan to develop a detailed technical report that describes the manner in which the data from all activities conducted in accordance with 42 CFR §438.358 were aggregated and analyzed, and conclusions were drawn as to the quality, timeliness, and access to the care furnished by the MCO. The report includes all elements as required by 42 CFR §438.358 and does not disclose the identity of any individual patient.
- 2.4.9 The Vendor should propose a plan to develop annual plan-specific reports that include all elements required by 42 CFR §438.364, including an assessment of each MCO's strengths and weaknesses with respect to the quality, timeliness, and access to health care services furnished to Medicaid recipients, recommendations for improving the quality of health care services furnished by each MCO based on the evaluation of the EQR activities, an assessment of the degree to which each MCO has addressed effectively the recommendations for quality improvement made by the Vendor during the previous year's EQR, and assessment of the extent to which corrective actions recommended by the EQR have been implemented and the results of these corrective actions.
- 2.4.10 The Vendor should propose a plan to develop a report to include comparative information about all MCOs. Vendor should provide a sample report; final format to be agreed upon by the Vendor and State.



- 2.4.11 Vendor should propose a yearly Operations Plan that addresses compliance with all of the following program requirements: Validating and reviewing PIPs, performance measures and annual compliance reviews. The Operations Plan should include a timeline of events.
- 2.4.12 Vendor should demonstrate their expertise in Federal statutes, regulations, and guidance related to quality assurance and performance measurement including the Patient Protection and Affordable Care Act (PPACA) and the Children's Health Insurance Program Reauthorization Act (CHIPRA) of 2009.
- 2.4.13 Vendor should demonstrate their knowledge of "best practices" in performance improvement and their ability to work with MCOs to improve results.
- 2.4.14 Vendor should provide three (3) references (excluding West Virginia) from similar projects of work performed within the past five (5) years along with a detailed description of the work performed for each reference. Each referenced project should include one (1) or more key staff member from the list of staff proposed for this project. References should include:
- Names of the staff members who worked on the project;
 - Time period of the project;
 - Scheduled and actual completion date;
 - Organization name, address, and current telephone number; and
 - Contact name, phone number, and e-mail address of project administrator familiar with the Vendor's performance.
- 2.5 **Mandatory Requirements:** The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must," "will," "shall," "minimum," "maximum," or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Bureau.
- 2.5.1 Must comply with requirements listed in Attachment D.
- 2.5.2 Vendor shall provide a lead point of contact that will be immediately available by telephone and e-mail at a minimum, during business hours of Monday through Friday, 8:00 AM – 5:00 PM Eastern Standard Time (EST).
- 2.5.3 Vendor will provide necessary training and technical assistance to all designated DHHR and BMS staff and their contractors participating in this project during the duration of this contract.
- 2.5.4 Vendor must comply with all Federal regulations. Vendor must meet the competence and independence requirements as specified in 42 CFR §438.354.
- 2.5.5 Vendor must prepare and submit a draft work plan for review and approval by DHHR/BMS within thirty (30) calendar days from the date of contract award. The



approved work plan must be submitted to the Bureau for Medical Services, prior to beginning EQR activities.

- 2.5.6 Vendor's project manager or a designated representative shall attend all quarterly meetings of the MHT Task Force.
 - 2.5.7 The Vendor will provide quarterly written status reports to Bureau for Medical Services within fifteen (15) calendar days of end of quarter.
 - 2.5.8 The Vendor shall provide additional services to comply with externally driven changes to BMS programs and requirements, including any State or Federal laws, rules, and regulations. Additional Services shall be bid as an all-inclusive hourly rate and shall require Bureau approval of a Statement of Work (SOW) and submission of related Cost Estimate.
- 2.6 **Oral Presentations (Bureau Option):** BMS has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials to be presented is provided below:
- 2.6.1 Materials and Information Required at Oral Presentation: No Oral Presentation required.

SECTION THREE: VENDOR PROPOSAL

- 3.1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 3.2 **Incurring Cost:** Neither the Bureau nor any of its employees or officers shall be held liable for any expense incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3.3 **Proposal Format:** Vendors should provide responses in the format listed below:
 - Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 - Table of Contents:** Clearly identify the material by section and page number



Attachment A: Complete **Attachment A: Vendor Response Sheet** included in this RFP. Provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

Attachment B: Complete **Attachment B: Mandatory Specification Checklist** Included in this RFP. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in Section Two: Project Specifications, Part 2.5. The Bureau reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

Attachment D: Complete **Attachment D: Special Terms and Conditions** included in this RFP. By signing and dating this attachment, the Vendor acknowledges that they agree to meet or exceed each of the specifications as outlined in this Attachment.

Oral Presentations: If established by BMS in the Schedule of Events (Section 1.3) all Vendors participating in this RFP will be required to provide an oral presentation based on the criteria set in Section 2.6. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information.

3.4 **Proposal Submission:** Proposals must be received in **two (2) distinct parts**: technical and cost.

Technical proposals must not contain any cost information relating to the project.

Cost proposal shall be sealed in a separate envelope and will not be opened initially.

Bureau procurement policies require that all proposals (technical and cost) must be submitted to the DHHR Office of Purchasing **prior** to the date and time stipulated in the RFP as the opening date. All bids will be time and date stamped to verify official time and date of receipt.



3.4.1 Vendors should allow sufficient time for delivery. In accordance with *the Medicaid Services Contracts Purchasing Methodology and Manual*, the Bureau cannot waive or excuse receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified.

Vendors responding to this RFP shall submit:

One (1) original technical and cost proposal plus six (6) convenience copies, including one (1) copy on cd to:

WV Department of Health and Human Resources
Office of Purchasing
ATTN: Donna D. Smith, Senior Buyer
One Davis Square, Suite 100
Charleston, West Virginia 25301
Donna.D.Smith@wv.gov
Telephone (304) 957-0218 Fax (304) 558-2892

The outside of the envelope(s) or package(s) for both the technical and the cost proposals should be clearly marked:

Vendor: _____
Buyer: _____
Req#: _____
Opening Date: _____
Opening Time: 1:30 PM

- 3.5 **Purchasing Affidavit:** In accordance with Medicaid Services Contracts Purchasing Methodology and Manual, all bidders must submit an affidavit regarding any debt owed to the State of West Virginia. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal. http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/RFPs/MED_PURCHASING_AFFIDAVIT.pdf
- 3.6 **Resident Vendor Preference:** DHHR Office of Purchasing will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying Vendors to request at the time of bid preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with Medicaid Services Contracts Purchasing Methodology and Manual. A certificate of application is used to request this preference. A West Virginia Vendor may be eligible for two (2) 2.5% preferences in the evaluation process. http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/RFPs/MS_Venpref.pdf
- 3.7 **Technical Bid Opening:** The DHHR Office of Purchasing will open and announce only the technical proposals received prior to the date and time specified in the RFP. The technical proposals shall then be provided to the Bureau evaluation committee.



- 3.8 **Cost Bid Opening:** The DHHR Office of Purchasing shall schedule a date and time to publicly open and announce cost proposals when the DHHR Office of Purchasing has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award.

SECTION FOUR: EVALUATION AND AWARD

- 4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the Bureau evaluation committee.
- 4.2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

A. Qualifications and experience	40 Points Possible
B. Approach and methodology	30 Points Possible
C. Oral interview, (if applicable)	0 Points Possible
D. Cost	<u>30 Points Possible</u>
Total	100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$



4.2.1 **Technical Evaluation:** The Bureau evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the DHHR Office of Purchasing.

4.2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidders technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award.

4.2.3 **Cost Evaluation:** The Bureau evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the DHHR Office of Purchasing.

4.3 **Independent Price Determination:** A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

4.4 **Rejection of Proposals:** The Bureau reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The Bureau further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the Bureau confers no rights upon the bidder nor obligates the Bureau or State of West Virginia in any manner.

4.5 **Vendor Registration:** Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

SECTION FIVE: CONTRACT TERMS AND CONDITIONS

5.1 **Contract Provisions:** The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the Vendor's proposal in response to the RFP.

5.2 **Public Record:** All documents submitted to the DHHR Office of Purchasing related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the DHHR Office of Purchasing after the bid opening. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award.



5.2.1 **Risk of Disclosure:** The only exemptions to disclosure of information are listed in **West Virginia Code** §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the Bureau by a Vendor puts the risk of disclosure on the Vendor. The Bureau does not guarantee non-disclosure of any information to the public.

5.2.2 **Written Release of Information:** All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. The fees are determined in accordance with DHHR Policy 2510.

5.3 **Conflict of Interest:** Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Bureau.

5.4 **Vendor Relationship:** The relationship of the Vendor to the Bureau and State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the Bureau or State of West Virginia for any purpose whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *et cetera* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

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

The Vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the Bureau.

5.4.1 **Subcontracts/Joint Ventures:** The Vendor may, with the prior written consent of the Bureau, enter into subcontracts for performance of work under this contract.



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

5.4.3 **Governing Law:** This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations as provided by Federal, State, and local governments.

5.5 **Term of Contract and Renewals:** This contract will be effective upon award and shall extend for the period of four (4) years, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period, Vendor may terminate the contract for any reason upon giving the Bureau ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue providing services pursuant to the terms of the contract.

5.6 **Non-Appropriation of Funds:** If funds are not appropriated for the Bureau in any succeeding fiscal year for the continued use of the services covered by this contract, the Bureau may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Bureau shall give the Vendor written notice of such non-appropriation of funds as soon as possible after the Bureau receives notice. No penalty shall accrue to the Bureau or State of West Virginia in the event this provision is exercised.

5.7 **Changes:** If changes to the contract become necessary, a formal contract change order will be negotiated by the Bureau and the Vendor.

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the Bureau, the Vendor shall determine if there is an impact on price with the change requested and provide the Bureau a written statement identifying any price impact on the contract. The Vendor shall provide a description of any price change associated with the implementation.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE DHHR Office of PURCHASING.



- 5.8 **Price Quotations:** The price(s) quoted in the Vendor's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided in the original specifications.
- 5.9 **Invoices and Progress Payments:** The Vendor shall submit invoices, in arrears, to the Bureau at the address on the face of the purchase order labeled "Invoice To." Progress payments may be made at the option of the Bureau on the basis of percentage of work completed if so defined in the final contract.
- 5.10 **Liquidated Damages:** The Vendor agrees that liquidated damages shall be imposed at the rate of \$1,000.00 per day for failure to provide deliverables, meet milestones identified to keep the project on target, or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the Bureau or State of West Virginia's right to pursue any other additional remedy which the Bureau or State of West Virginia may have legal cause for action.
- 5.11 **Contract Termination:** The Bureau may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The Bureau shall provide the Vendor with advance notice of performance conditions which may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, the Bureau shall order the Vendor to cease and desist any and all work immediately. The Bureau shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may be terminated by the Bureau with thirty (30) days prior notice.

5.12 **Special Terms and Conditions:**

5.12.1 Bid and Performance Bonds: Not Applicable.

5.12.2 Insurance Requirements: 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 of the part of the Vendor, its agents, employees in the following amounts:

For bodily injury (including death): Minimum of \$500,000.00 per person and \$1,000,000.00 per occurrence.

For property damage and professional liability: Minimum of \$1,000,000.00 per occurrence.

5.12.3 License Requirements: Provide certification that Vendor is registered with the Secretary of State's Office to do business in West Virginia; provide evidence that Vendor is in good standing with the State Agency of Employment Programs as to Unemployment Compensation coverage and the Office of the Insurance Commissioner as to Worker's Compensation coverage or exempt from such



coverage. Additional evidence of licensure may be required based on the scope of services solicited.

5.13 **Record Retention (Access and Confidentiality):**

Vendor shall comply with all applicable Federal and State rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the Vendor. The Vendor shall maintain such records a minimum of five (5) years and make such records available to Bureau personnel at the Vendor's location during normal business hours upon written request by the Bureau within ten (10) days after receipt of the request.

Vendor shall have access to private and confidential data maintained by the Bureau to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the Bureau and the State of West Virginia against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

5.14 **HIPAA Compliance:**

BMS contracts require that Vendors agree to become a business associate of the BMS, and therefore the Vendor must have policies and procedures in place consistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards for privacy and security of protected health information (45 CFR Parts 160 and 164) and any other applicable Federal and/or State law relating to the privacy or security of information. The West Virginia Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is hereby made part of the agreement.

http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/HIPAA%20BAA_20100802.pdf



Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

List project goals and objectives contained in Section 2.4:

Section 2.4.1:

Vendor Response:

Section 2.4.2:

Vendor Response

Section 2.4.3:

Vendor Response

Section 2.4.4:

Vendor Response

Section 2.4.5:

Vendor Response

Section 2.4.6:

Vendor Response

Section 2.4.7:

Vendor Response

Section 2.4.8:

Vendor Response



Section 2.4.9:

Vendor Response

Section 2.4.10:

Vendor Response

Section 2.4.11:

Vendor Response

Section 2.4.12:

Vendor Response

Section 2.4.13:

Vendor Response

Section 2.4.14:

Vendor Response



Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 2.5:

Section 2.5.1:

Vendor Response:

Section 2.5.2:

Vendor Response:

Section 2.5.3:

Vendor Response:

Section 2.5.4:

Vendor Response:

Section 2.5.5:

Vendor Response:

Section 2.5.6:

Vendor Response:

Section 2.5.7:

Vendor Response:

Section 2.5.8:

Vendor Response:



West Virginia Department of Health and Human Resources

The Bureau for Medical Services

BMS Request for Proposal MED12009

I certify that the proposal submitted meets or exceeds all the mandatory specifications of this RFP. Additionally, I agree to provide any additional documentation deemed necessary by the Bureau to demonstrate compliance with said mandatory specifications.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)



Attachment C: Cost Sheet

Cost information below as detailed in the RFP and submitted in a separate sealed envelope. Cost should be clearly marked. **Vendor shall not alter cost sheet.**

2.4 Project and Goals	Year 1	Year 2	Year 3	Year 4	Optional Year 1	Optional Year 2
Start-Up Costs						
Yearly Operating Costs						
Additional Services* \$_____ (all inclusive hourly rate) x 100 hours (estimated)						
Additional Services* \$_____ (all inclusive hourly rate) x 100 hours (estimated)						
Additional Services* \$_____ (all inclusive hourly rate) x 100 hours (estimated)						
Additional Services* \$_____ (all inclusive hourly rate) x 100 hours (estimated)						
Additional Services* \$_____ (all inclusive hourly rate) x 100 hours (estimated)						
Additional Services* \$_____ (all inclusive hourly rate) x 100 hours (estimated)						
Additional Services* \$_____ (all inclusive hourly rate) x 100 hours (estimated)						
Yearly Not to Exceed Cost						
Total Not to Exceed Cost of Contract for six (6) Year Period						

***All-inclusive Hourly Rate for Pricing Additional Services:**

The Bureau and Vendor will jointly determine a 'not-to-exceed' number of hours, time frame, and staff for each service. The Vendor must agree to provide a Statement of Work and estimation of effort and receive Bureau approval of the actual 'not-to-exceed' hours, time frame, and staff prior to work beginning.



West Virginia Department of Health and Human Resources

The Bureau for Medical Services

BMS Request for Proposal MED12009

1. The Vendors all-inclusive hourly rate will include all general and administrative staffing (secretarial, clerical, etc.), travel, supplies and other resource costs necessary to perform all services within the scope of this procurement.
2. The estimated hours are to be used for cost bid evaluation purposes only.
3. The cost bid proposal will be evaluated on the Total Not to Exceed Cost of Contract for six (6) year period.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)



Attachment D: Special Terms and Conditions

If a Vendor's proposal includes proprietary language within the technical proposal, an electronic copy omitting any proprietary language for publishing to the DHHR web-site shall be submitted.

Agree that BMS retains ownership of all data, procedures, programs, workpapers and all materials gathered or developed under the contract with West Virginia.

I certify that I have acknowledged the additional contract provisions contained in Attachment D and that the proposal meets or exceeds all additional requirements as listed.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)