

The State of West Virginia

Bureau for Medical Services



Request for Quotation MED12002

Clinical Web Portal

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 RFQ 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 QUOTATION

Bureau for Medical Services MED12002

TABLE OF CONTENTS

Section 1:	General Information
Section 2:	Project Specifications
Section 3:	Vendor Quotation
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 bids pursuant to **West Virginia Code §9-2-9b** and the Medicaid Services Contracts Purchasing Methodology and Manual to provide a multifunctional clinical web portal for enrolled Medicaid prescribers and pharmacists employed by enrolled pharmacies. The clinical web portal shall provide complete access to Medicaid member’s medical and pharmacy history from the Medicaid Management Information System (MMIS), claims data and encounter data files from the Managed Care Organizations (MCO’s) for a period of at least twenty four (24) months. This history must include drug claims, diagnosis codes, Current Procedural Terminology (CPT) codes, inpatient admissions and associated diagnosis codes, laboratory and diagnostic codes, outpatient visits and emergency room visits. These data files will provide access to a complete view of medical and pharmacy history and promote preventive care, improved care management of chronic diseases, and reduce the duplication of services for Medicaid members. In addition the portal must have the capability of transmitting electronic prior authorization requests made on “smart” forms, created by the Bureau, within the portal and support WVeScript, an ePrescribing tool provided by the Bureau for enrolled prescribers and certified by Surescripts.

1.2 Definition: A Request For Quotation (RFQ) is generally used for the procurement of services in situations where conformity to specifications and price are the only factors used in the evaluation process.

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.....09/23/11
Addendum Issued.....10/13/11
Bid Opening Date.....10/27/11

1.4 Inquiries: 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 below is the sole contact for any and all inquiries after this RFQ has been released.

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

1.5 Verbal Communication: Any verbal communication between the Vendor and any Bureau personnel is not binding. Only information issued in writing and added to the RFQ specifications by an official written addendum by the DHHR Office of Purchasing is binding.

1.6 Addenda: If it becomes necessary to revise any part of this RFQ, 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:

The West Virginia Medicaid program is managed by BMS, a bureau within the Department of Health and Human Resources (DHHR). The total Medicaid expenditures for SFY2010 were approximately \$2.5 billion. The Medicaid program provides health care benefits to just over 411,000 people annually in 55 counties, using a network of approximately 24,000 active providers. The approximate number of pharmacies enrolled with WV Medicaid is 700, with approximately 1,700 prescribers. The MMIS processes about 17.7 million claims per year: 9.5 million medical/dental claims and 8.2 million pharmacy claims. Approximately 99% of pharmacy claims are received electronically.

Approximately 165,000 Medicaid members (families with dependent children, low-income children, and pregnant women) are enrolled in three (3) MCOs. The Medicaid program has historically paid for certain carved-out services for these MCO members, such as pharmacy, children's dental services, long-term care, non-emergency transportation, and behavioral health services. Regardless of eligibility category, all Medicaid eligible members have fee-for-service (FFS) pharmacy benefits.



The Pharmacy Program is seeking a clinical web portal which can display medical and pharmacy claims from fee-for-service and encounter data files that include diagnosis codes, procedure codes, emergency room visits, hospital visits and associated diagnosis codes, outpatient visits and pharmacy data in the format of a patient profile to aid in the coordination of patient care. In addition, the portal must provide a means for submission of electronic prior authorization requests and house and support WVeScript, a Surescripts certified electronic prescribing tool for enrolled Medicaid prescribers.

2.3 Mandatory Requirements: The following mandatory requirements must be met by the Vendor as a part of the submitted quotation. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the quotation. 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.

2.3.1 Must comply with requirements listed in Attachment B.

2.3.2 System Requirements

The Vendor must provide a clinical web portal that:

2.3.2.1 Is updated at a minimum of once weekly with claims data (medical and pharmacy) in order to provide access to current patient history for Medicaid prescribers and providers.

2.3.2.2 Displays twenty four (24) months of claims history received from the MMIS vendor and MCO encounter data files (including medical, pharmacy, laboratory, x-ray, institutional, emergency room visits, outpatient visits, diagnosis codes, member demographic information, medical providers, prescribers and pharmacy National Provider Identifiers (NPI) and names, and procedure codes) and automatically edit diagnosis/procedure codes for Medicaid members. When necessary, the Vendor must mine additional record layout data (e.g. MCO encounter data files), accept additional fields such as the prescriber’s NPI and Drug Enforcement Administration (DEA) numbers, and perform additional programming in order to use/apply the new data to the members’ profiles.

2.3.2.3 Meets all Health Insurance Portability and Accountability Act (HIPAA) requirements for the protection of Medicaid member’s personal health information (PHI).

2.3.2.4 Provides access for designated healthcare providers (e.g. prescribers and pharmacists) through an authorized log in to access their patient’s medical history and an additional personal identification method such as a Personal Identification Number (PIN), linked to the prescriber’s log-in information, for ePrescribing.

2.3.2.5 Accepts web-based prior authorization requests on smart forms, created in LiveCycle, a program for creating forms with expandable text fields, and transfers them to the Prior Authorization Help Desk for processing through a secure and HIPPA compliant electronic method of transmission.



2.3.2.6 Houses, supports and maintains WVeScript, a Surescripts certified ePrescribing application, that is web-based and accessible from any web enabled device for prescribers enrolled in the web portal. The Vendor must:

- 2.3.2.6.1 Maintain and update the WVeScript application per the most current National Council for Prescription Drug Programs (NCPDP) standards, HIPPA guidelines, and standards imposed by Surescripts to maintain certification and allow for transactions required for certified electronic prescribing.
- 2.3.1.6.2 Incorporate the most current First Data Bank drug utilization review files for editing and alerting prescribers about potential adverse drug events for drugs electronically prescribed.
- 2.3.2.6.3 Ensure that WVeScript is enabled to send requests to and receive requests from Surescripts regarding patient eligibility, drug history, formulary requests and route the electronic prescription to the pharmacy designated by the prescriber.
- 2.3.2.6.4 Ensure that the WVeScript application can only be accessed by licensed prescribers enrolled in the web portal. (Only licensed prescribers should see the WVeScript module when utilizing the web portal.) This function must not be available to any user who is not a licensed prescriber.

2.3.3 Vendor Provisions

The Vendor must provide:

- 2.3.3.1 Software that will pull data files at a minimum of once weekly on a day agreed upon by BMS, the MMIS vendor for BMS, and the Vendor.
- 2.3.3.2 Coding and testing of the clinical web portal at least forty eight (48) hours before implementation.
- 2.3.3.3 Training manuals for all enrolled providers for all functions of the clinical web portal, including utilization of the ePrescribing tool, WVeScript at the time of implementation of the web portal.
- 2.3.3.4 A help desk, available from 8:30 AM-5:30 PM Eastern Standard Time (EST) on Monday through Friday, including holidays to provide support for providers enrolling in the clinical web portal and WVeScript and to utilize all functions of the clinical web portal including:
 - 2.3.3.4.1 Processing enrollment applications (approved by the Bureau) for prescribers and pharmacy providers and assigning user identification names and passwords for access to the portal. These must be transmitted to the providers in within three (3) business days of the request for enrollment by mail, fax or e-mail in a HIPPA secure manner.
 - 2.3.3.4.2 Assignment of Personal Identification Numbers (PINs) to licensed prescribers for use of WVeScript and transmit those numbers in a HIPPA secure manner within three (3) business days of the request for enrollment.
 - 2.3.3.4.3 Enrolling prescribers who wish to ePrescribe with Surescripts and performing any other requirement necessary for prescribers to engage in ePrescribing utilizing WVeScript within two (2) business



- 2.3.3.4.4 days of receiving their enrollment application.
Assisting providers with user names, passwords and PINs when necessary in case of loss within twenty four (24) hours of their request.
- 2.3.3.5 Monthly reports, delivered within fifteen (15) business days from the end of the month for activity on the website including, but not limited to:
 - 2.3.3.5.1 The number of prescribers and pharmacists accessing the website and the functions accessed.
 - 2.3.3.5.2 Audit log of member profiles accessed.
 - 2.3.3.5.3 A report of the prescribers utilizing WVeScript and the number of transactions completed.
- 2.3.3.6 Additional Required Documents
 - 2.3.3.6.1 An annual survey of healthcare providers accessing the portal to determine their satisfaction with the portal in the areas of training, ease of use, and level of assistance/support provided for coordination of care of their patients.
 - 2.3.3.6.2 A document containing disaster and data recovery planning operations in the event of a service operations disruption.
 - 2.3.3.6.3 A description of the privacy and security measures employed for protection of the PHI contained in the clinical web portal.
 - 2.3.3.6.4 A proposed work plan detailing how the vendor will perform/complete the services required in an efficient manner with the BMS fiscal agent and BMS staff time required must be included.

2.3.4 Vendor Experience

The Vendor must provide:

- 2.3.4.1 References from at least three (3) states, excluding West Virginia, in which the Vendor has been engaged in Medicaid projects within the past five (5) years, along with a detailed description of the work performed for each reference.
- 2.3.4.2 Vendor must have demonstrated experience certifying (1) ePrescribing application with Surescripts.
- 2.3.4.3 A list of projects and workloads currently scheduled.
- 2.3.4.4 A timeline showing implementation of services.
- 2.3.4.5 Proposed staff for the project including, at a minimum, a project manager, database manager, system personnel, technical writer and administrative personnel along with a functional organizational chart indicating the proposed project structure.
- 2.3.4.6 Job descriptions and resumes for the project manager, database administrator and any other staff who will work on any part of this contract, specifying experience, relevant education and training.



2.3.5 Optional Services

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. Services provided by the Vendor could include but not be limited to assistance with policy development, impact analysis, requirements definition and testing activities that require substantial subject matter expertise derived from experience in other states, other healthcare organizations or participation in federal activities. Provide implementation support as requested.

SECTION THREE: VENDOR QUOTATION

3.1 Economy of Preparation: Quotations should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFQ. 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 RFQ, including but not limited to preparation, delivery, or travel.

3.3 Quotation Format: Vendors shall provide responses in the format listed below:

Title Page: State the RFQ 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: Cost Sheet** included in this RFQ.

Attachment B: Complete **Attachment B: Special Terms and Conditions** included in this RFQ. 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.

3.4 Quotation Submission:

Bureau procurement policies require that all Quotations must be submitted to the DHHR Office of Purchasing **prior** to the date and time stipulated in the RFQ 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



West Virginia Department of Health and Human Resources

The Bureau for Medical Services

BMS Request for Quotation MED12002

excuse receipt of a Quotation, which is delayed or late for any reason. Any Quotation received after the bid opening date and time will be immediately disqualified.

Vendors responding to this RFQ shall submit:

One (1) original Quotation 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 quotations should be clearly marked:

Vendor: _____
Buyer: _____
Req#: _____
Opening Date: _____
Opening Time: 1:30 p.m.

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 quotation. 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 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

SECTION FOUR: EVALUATION AND AWARD

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

4.2 Rejection of Quotations: The Bureau reserves the right to accept or reject any or all quotations, in part or in whole at its discretion. The Bureau further reserves the right to withdraw this RFQ at any time and for any reason. Submission of or receipt of quotations by the Bureau



confers no rights upon the bidder nor obligates the Bureau or State of West Virginia in any manner.

- 4.3 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 quotation, 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 RFQ and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFQ and any addendum, and the Vendor's Quotation in response to the RFQ.

- 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, quotations, 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.

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 RFQ 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.



West Virginia Department of Health and Human Resources

The Bureau for Medical Services

BMS Request for Quotation MED12002

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 one (1) year, 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 (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 Quotation 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 RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ 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



West Virginia Department of Health and Human Resources

The Bureau for Medical Services

BMS Request for Quotation MED12002

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: Cost Sheet

Cost information below as detailed in the RFQ and submitted.

	Year 1	Year 2 (Optional Renewal)	Year 3 (Optional Renewal)
Start Up Cost			
Yearly Operating Cost			
Total Yearly Cost			
Grand Total for Three (3) Year Contract Period			

Vendor will invoice all costs in arrears in twelve (12) equal monthly installments.

The cost proposal will be evaluated based on the total three (3) year period grand total amount.

Optional Services:

Optional Services as specified in Section 2.3.5 shall be bid as an all-inclusive hourly rate and shall require Bureau approval of a Statement of Work and submission of a related Cost Estimate.

Hourly Rate: Year 1 _____

Hourly Rate: Option Year 1 _____

Hourly Rate: Option Year 2 _____

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)



Attachment B: Special Terms and Conditions

If a vendor's Quotation includes proprietary language, 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, work papers and all materials gathered or developed under the contract with West Virginia.

Vendor Debrief: As the evaluation and award process has been described and documented, unsuccessful vendors have the opportunity to request a Debrief. That Debrief will be conducted at BMS facilities, privately, with the requesting vendor, the buyer and appropriate members of the evaluation committee. The vendor's proposal will be discussed, and the evaluation committee scoring and contract award will be explained. This will help vendors understand the process, be more competitive by improving their proposals, and will increase their potential for winning bids.

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

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)