

The State of West Virginia

Bureau for Medical Services



Request for Proposal MED12004

Fiscal Employer/Agent & Resource Consulting

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 MED12004

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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 provide Fiscal Employer/Agent (FE/A) and Resource Consulting (RC) services on the Bureau’s behalf to all Medicaid Home and Community-Based Services (HCBS) members who choose a self-directed service delivery option. This solicitation serves as notice of the service being sought by BMS and is the template to which interested vendors should respond with a proposal for such service.

- 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.....08/16/11
Mandatory Pre-bid Conference.....08/02/11



West Virginia Department of Health and Human Resources

The Bureau for Medical Services

BMS Request for Proposal MED12004

Addendum Issued.....08/26/11
Bid Opening Date.....09/13/11
Oral Presentation (*Bureau Option*).....Not Applicable

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

Date: August 2, 2011

Time: 10:30 A.M.

Location: 350 Capitol Street, Room 251

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 person may represent more than one 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 email 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, WV 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:**

The Centers for Medicare and Medicaid Services (CMS) supports the philosophy of self-direction and the development of self-directed service delivery options and is urging states to incorporate this philosophy into their home and community-based programs. Self-direction is a national trend in which participants in HCBS exercise choice and control over the services they receive and the individuals who provide them. Another feature of self-directed service delivery is the development of a personalized budget for the funds that pay for those services.

Self-direction allows participants to tailor services to meet their needs. Participants in self-directed programs are able to hire, supervise, and terminate their own employees. Participants are the employer of record and have budget authority. Self-direction participants develop an individualized spending plan based on their service needs.

Self-direction is currently an option in both the Aged and Disabled Waiver (ADW) and Intellectual/Developmental Disabilities (I/DD) Waiver programs in West Virginia. The Bureau may incorporate the self-direction service delivery model into other Medicaid home and community-based programs and services, including the Traumatic Brain Injury (TBI) Waiver currently being reviewed for approval by CMS. The draft TBI Waiver application can be viewed online at: www.dhhr.wv.gov/bms.

- 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:

The Vendor should propose a plan to perform FE/A and RC tasks, as the Subagent, listed in this section and in accordance with state and federal regulations, including how adjustments will be made to respond to Bureau needs as well as any changes in State or Federal tax regulations.



2.4.1 The Vendor should propose a plan to provide RC services statewide to support participants in HCBS Programs in all areas of directing their services. The Vendor's proposal should address, but need not be limited to, providing support for participants in:

- A. Understanding self-direction options, rights, and responsibilities.
- B. Self-assessment of service needs.
- C. Development and revision of required Service Plans and Spending Plans.
- D. Identification, selection, hiring and management of direct-care workers.
- E. Problem solving, conflict resolution, etc.
- F. Completion and maintenance of necessary program paperwork.

2.4.2 The Vendor should propose a plan to enroll each HCBS member choosing a self-direction option, including the Enrollment Packet to be used, its development, production, distribution, processing, and maintenance. The plan should recognize the Vendors understanding of all required forms by referencing each form within the proposal. The Vendor's proposal should address, but is not limited to, their understanding of the following processes or procedures:

- A. Collection, processing and maintenance of consent regarding the Government FE/As use of a Vendor Subagent from every self-direction participant in accordance with Internal Revenue Service (IRS) Proposed Notice 2003-70.
- B. Collection, processing and maintenance of all required State and Federal tax forms.
- C. Obtaining applicable identification number(s) for each self-direction participant and maintaining copies in the participants file.
- D. Retirement of all applicable identification numbers obtained on behalf of the self-directed participant.
- E. File Business Registration documents with the appropriate agency.

2.4.3 The Vendor should propose a plan to enroll direct-care workers as employees of self-direction participants, including the employment packet to be used, its development, production, processing, and maintenance by the Vendor. The plan should recognize the Vendors understanding of all necessary and required forms, including applications, agreements and consent documents by referencing each form within the proposal. The Vendor's proposal should address, but is not limited to, processes and procedures:

- A. To execute a "simplified" Medicaid provider agreement with each self-direction participant's direct-care worker.
- B. To determine exemptions from filing and paying of Federal Insurance Contributions Act (FICA), and/or Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Act (SUTA) and to maintain relevant documentation in each direct-care worker's file.
- C. To ensure proper payroll withholdings are processed.
- D. To obtain a signed and dated Employment Agreement with each direct-care worker.
- E. To report new hires per West Virginia requirements.
(www.newhirereporting.com/wv-newhire/default.asp)
- F. To verify direct-care workers' citizenship and alien status.



2.4.4 The Vendor should propose a plan to review and approve all self-directed member spending plans, including the purchase of Participant-Directed Goods and Services (PDGS).

2.4.5 The Vendor should propose a plan to process background checks per Bureau policy for each participant's direct-care worker(s), track the findings, maintain the information in each direct care worker's file, provide findings to the RC and notify self-direction participants when the results of a background check do not comply with Bureau policy.

2.4.6 The Vendor should propose a plan to verify that the enrollment and employment packets are complete and accurate and copies of the required information are processed and maintained in the Vendor's files prior to authorizing payment to a direct-care worker or other Vendor of service.

2.4.7 The Vendor should propose a plan to manage employment documentation, payroll, and Federal, State and municipal tax requirements for the direct-care workers of self-direction participants (common-law employers).

2.4.8 The Vendor should propose a plan to provide FE/A services with regards to claim submission and payments including a description of how these procedures will assure compliance with the 42 CFR part 447 including, but not limited to the requirements for timely payment to direct-care workers, set forth in 42 C.F.R. § 447.453.1.10.

2.4.9 The Vendor should propose a plan to process the approved payment of direct-care workers, independent contractors and other Vendors of approved goods and services and how relevant documentation will be maintained in each self-direction participant's file based on the requirements/ regulations. The Vendor's proposal should address processes and procedures that address how the vendor plans:

- A. To manage timesheets and documentation of services.
- B. To verify Medicaid eligibility prior to authorizing payment to a direct-care worker, independent contractor or other Vendor of approved goods and services.
- C. To verify direct-care workers meet minimum training/experience and enrollment requirements per Bureau policy prior to processing payroll.
- D. To comply with Federal and State Department of Labor wage and hour rules and within maximum payment caps.
- E. To prevent payments in excess of the authorized participants budget or for services not included in the spending plan.
- F. To ensure that the amount claimed does not exceed the self-direction participant's approved spending plan and how over billing occurrences will be addressed.
- G. To manage Federal Advanced Earned Income Credit (EIC), garnishments, levies and liens for each eligible direct-care worker in an accurate and timely manner.



- H. To address stale dated payroll check procedures, stop payments, reissuance of lost checks, compliance with the West Virginia Unclaimed Property Act, and compliance with CFR 42 Part 433 Section 40.
- 2.4.10 The Vendor should propose a plan to inform self-direction members of the status of their budgets and spending each month.
- 2.4.11 The Vendor should propose a plan to monitor the quality of services and health and safety including monthly phone contacts and face to face visits with self-direction participants per Bureau policy.
- 2.4.12 The Vendor should propose a plan for ongoing staff development that promotes the philosophy of self-direction and includes best practices in self-directed services.
- 2.4.13 The Vendor should propose a plan to provide practical skills training for self-direction participants that address such issues as hiring, managing and terminating direct-care workers, problem solving, and conflict resolution. The proposal should include the curriculum and address development, production, and distribution of materials.
- 2.4.14 The Vendor should propose a plan to develop a registry of qualified direct-care workers available to self-direction participants. The proposal should include how the registry will be developed, maintained and accessed by the participants.
- 2.4.15 The Vendor should propose a review plan to reconcile payroll, claim submission and participant spending plans to identify discrepancies and document action taken to resolve any and all discrepancies.
- 2.4.16 The Vendor should propose a Quality Management System to ensure that the policies and procedures for each task are performed accurately and within required timeframes.
- 2.4.17 The Vendor should be willing to 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 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.
- 2.4.18 The Vendor should propose a work plan that demonstrates their understanding of the scope of services requested in this solicitation.
- 2.4.19 The Vendor should propose a staffing plan that includes highly skilled team members who bring a breadth and depth of FE/A knowledge, skills and experience with a background in Medicaid. The vendor's proposal should



describe how their staffing plan provides the array of skills needed to fulfill the requirements and scope of work in the RFP. The Vendor's proposed staffing plan should include, but not be limited to, the following components:

- A. Organization Chart.
- B. A description of the roles, responsibilities and skill sets associated with each position on the organization chart.
- C. Key staff positions identified with named individuals and resumes demonstrating experience with self-direction and best practices for HCBS for each key staff member performing FE/A and RC related work.
- D. FTE assigned to each key staff indicated.

2.4.20 Vendor should provide detailed information from three (3) verifiable references detailing evidence of their experience in providing both FE/A and RC services described in this RFP performed in the past five (5) years. References should include a contact name, phone number, email address and the responsible project administrator familiar with the firm'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.

The Vendor will:

2.5.1 Comply with requirements listed in Attachment D.

2.5.2 Maintain an in-state office.

2.5.3 Provide qualified staff of persons with a minimum of one (1) year experience in supporting individuals in home and community based settings and a bachelors degree in a human service field for instate project management and RC that ensures statewide coverage at a ratio of no more than one (1) RC to every sixty (60) self-direction members.

2.5.4 Comply with all billing standards both Federal and State.

2.5.5 Comply with all State and Federal tax laws for all FE/A services.

2.5.6 Have at least two (2) years experience in providing FE/A (either as a Subagent to a Government FE/A or as a Vendor FE/A) and RC services to Medicaid members. The Vendor shall provide a narrative that demonstrates its experience in providing FE/A services, as the Subagent to a Government FE/A or Vendor FE/A and providing RC services, has experience using the Consumer Directed Module (CDM), has considered all of the requirements and developed an



approach that will support the successful implementation of self-directed services in West Virginia.

- 2.5.7 Maintain an auditable system for managing self-direction participant's budgets, payroll processing and related reporting, and claims submission.
- 2.5.8 Ensure that all RCs are current West Virginia Notary Publics.
- 2.5.9 Provide timely and accurate reports as requested by the Bureau within seven (7) business days of the request.
- 2.5.10 Provide the Bureau a copy of the monthly statement from the dedicated payroll bank account within fifteen (15) business days of the request along with any other financial information that may be necessary for the Bureau to oversee the delivery of FE/A services and to maintain relevant documentation in the Vendor's files.
- 2.5.11 Ensure that copies of information and reports are not distributed to other parties without the written permission and direction of the Bureau.
- 2.5.12 Perform the F/EA tasks without the use of a subcontractor. The Vendor will be the Subagent to the Bureau and will be wholly responsible for all FE/A and RC activities.
- 2.5.13 Establish (prior to implementation) and maintain an agency approved Comprehensive West Virginia-specific Government FE/A-Subagent and RC Policies and Procedures Manual within thirty (30) calendar days of the request.
- 2.5.14 The Vendors systems and policies must comply with Bureau of Medical Services, Chapter 600, Reimbursement Methodologies of the West Virginia provider manuals. The Vendor will have thirty (30) calendar days to correct any discrepancies or reimburse the Bureau of overpayments, if any, and detail the credit on the next submitted claim.
- 2.5.15 Participate in readiness review if requested by the Bureau.
- 2.5.16 Develop a timeline for implementation and revise based on readiness review if needed.
- 2.5.17 Operate a call center at minimum 9:00am to 5:00pm (EST) Monday through Friday excluding West Virginia State holidays for self-direction participants and their employees to access needed information concerning their services.
- 2.5.18 Maintain the capacity to receive funds by electronic funds transfer (EFT).
- 2.5.19 Not bill the Bureau in advance for participant directed goods or services.



- 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: Not Applicable

The Vendors should present complete, comprehensive proposals without relying on oral presentations, because the BMS reserves the right to award a contract without further discussions or an oral presentation. Presentations will be recorded and any representations made during the oral presentation will become part of the Vendor's proposal and are binding if a contract is awarded.

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 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 to 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, WV 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 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 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 once the Bureau evaluation committee has completed the technical evaluation and it has been approved by the DHHR Office of Purchasing.

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	30 Points Possible
B. Understanding of Project Objectives	20 Points Possible
C. Project Work Plan	20 Points Possible
D. Oral interview, if applicable	Not Applicable
E. Cost	<u>30 Points Possible</u>
Total	100 Points Possible

The Bureau may, if necessary, ask Vendors for additional information to clarify their proposals. The Bureau reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the Bureau. Vendor's failure to provide complete and accurate information at any point in the evaluation process may be considered grounds for disqualification.

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% of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

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.
- 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 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 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 \$500.00 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 Offices 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

Section 2.4.15:

Vendor Response

Section 2.4.16:

Vendor Response

Section 2.4.17:

Vendor Response

Section 2.4.18:

Vendor Response

Section 2.4.19:

Vendor Response



Section 2.4.20:

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:



Section 2.5.9:

Vendor Response:

Section 2.5.10:

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Section 2.5.12:

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Section 2.5.13:

Vendor Response:

Section 2.5.14:

Vendor Response:

Section 2.5.15:

Vendor Response:

Section 2.5.16:

Vendor Response:

Section 2.5.17:

Vendor Response:



Section 2.5.18:

Vendor Response:

Section 2.5.19:

Vendor Response:

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. The cost should reflect a per member/ per month (PM/PM) cost for a 12 month period to reflect total cost.

Column Label	A	B	C	D
	Estimated Monthly	Total		
Base Contract Year 1	Participants*	Months	PMPM Bid	Total Cost*
Fiscal Agent Support	15,000	12	_____	(A*B*C)
Resource Consulting	15,000	12	_____	(A*B*C)
Subtotal - Base Year 1				Sum (E)
Option Renewal: Year 1				
Fiscal Agent Support	15,000	12	_____	(A*B*C)
Resource Consulting	15,000	12	_____	(A*B*C)
Subtotal - Option Year 2				Sum (F)
Option Renewal: Year 2				
Fiscal Agent Support	15,000	12	_____	(A*B*C)
Resource Consulting	15,000	12	_____	(A*B*C)
Subtotal - Option Year 3				Sum (G)
Grand Total Not To Exceed Contract Price**				(E+F+G)

Optional Services:

Optional Services as specified in Section 2.4.17 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 _____

Signature

Title

Date



Notes to Cost Bid Sheet:

*The estimated monthly participants are for cost bid evaluation purposes only.

The cost bid should be inclusive of all anticipated training, travel and related expenses, including supplies.

The "Grand Total Not To Exceed Contract Price" will be used for purposes of bid evaluation. Optional services will not be considered in the determination and award of cost points.

The vendor will invoice monthly in arrears at the PMPM rate for the number of participants served in the previous month.



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 should 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 D and that the proposal meets or exceeds all additional requirements as listed.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)