



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

# State of West Virginia Master Agreement

Order Date: 09-17-2024

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0511 2688 BMS2500000001 1	Procurement Folder:	1361033
Document Name:	MANAGED CARE ENROLLMENT BROKERAGE SERVICES	Reason for Modification:	
Document Description:	MANAGED CARE ENROLLMENT BROKERAGE SERVICES		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2024-10-03
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-10-02

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000162265 MAXIMUS US SERVICES INC 1600 TYSONS BLVD STE 1400  MCLEAN VA 22102 US Vendor Contact Phone: 703-251-8500 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Mary R Kemper Requestor Phone: 304-352-4235 Requestor Email: mary.r.kemper@wv.gov  <b>2025</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
PROCUREMENT OFFICER: 304-352-4286 HEALTH AND HUMAN RESOURCES  BUREAU FOR MEDICAL SERVICES  350 CAPITOL ST, RM 251  CHARLESTON WV 25301-3709  US	PROCUREMENT OFFICER: 304-352-4286 HEALTH AND HUMAN RESOURCES  BUREAU FOR MEDICAL SERVICES  350 CAPITOL ST, RM 251  CHARLESTON WV 25301-3709  US

9-25-24 61

Purchasing Division's File Copy

Total Order Amount:

Open End

PURCHASING DIVISION AUTHORIZATION  
DATE: Tanya 9/25/24  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
DATE: John L. Gray  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
DATE: 9-26-24  
ELECTRONIC SIGNATURE ON FILE

9/26/2024

**Extended Description:**

THE VENDOR, MAXIMUS US SERVICES INC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR MEDICAL SERVICES (BMS), WHICH INCLUDES THE WEST VIRGINIA MEDICAID PROGRAM AND THE WEST VIRGINIA CHILDREN'S HEALTH INSURANCE PROGRAM (WVCHIP), INTO A CONTRACT TO PROVIDE ENROLLMENT BROKER SERVICES FOR THE MOUNTAIN HEALTH TRUST (MHT) PROGRAM PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED 03/06/2024, AND THE VENDOR'S BID DATED 03/12/2024, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	85121700				0.000000
Service From		Service To		Service Contract Amount	
2024-10-03		2024-12-02		0.00	

**Commodity Line Description:** Implementation-BMS

**Extended Description:**

Implementation Costs-BMS: Staffing, Computer (including software), Facilities, Consulting Services, and Other Costs

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	85121700				0.000000
Service From		Service To		Service Contract Amount	
2024-12-03		2025-10-02		0.00	

**Commodity Line Description:** Base Year One- 1-450,000 Members

**Extended Description:**

Base Year One-PMPM rate  
1-450,000 Members

Unit Price: \$0.2938

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	85121700				0.000000
Service From		Service To		Service Contract Amount	
2024-12-03		2025-10-02		0.00	

**Commodity Line Description:** Base Year One- 450,001 -600,000 Members

**Extended Description:**

Base Year One-PMPM rate  
450,001 -600,000 Members

Unit Price: \$0.2791

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	85121700				0.000000
Service From		Service To		Service Contract Amount	
2024-12-03		2025-10-02		0.00	

**Commodity Line Description:** Base Year One- 600,001 or More Members

**Extended Description:**

Base Year One-PMPM  
600,001 or More Members

Unit Price: \$0.2651

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	85121700				0.000000
Service From		Service To		Service Contract Amount	
2024-12-03		2025-10-02		0.00	

Commodity Line Description:     Base Year One-Ad Hoc Hourly Rate Information Technology

Extended Description:  
Base Year One Ad Hoc Hourly Rate Information Technology

Unit Price: \$0.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	85121700				0.000000
Service From		Service To		Service Contract Amount	
2024-12-03		2025-10-02		0.00	

Commodity Line Description:     Base Year One-Ad Hoc Hourly Rate Non- Information Technology

Extended Description:  
Base Year One Ad Hoc Hourly Rate Non- Information Technology

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	85121700				0.000000
Service From		Service To		Service Contract Amount	
2024-10-03		2024-12-02		0.00	

Commodity Line Description:     Implementation-WVCHIP Implementation Costs

Extended Description:  
WVCHIP Implementation Costs-WVCHIP: Staffing, Computer (including software), Facilities, Consulting Services, and Other Costs  
Implementation:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	85121700				0.000000
Service From		Service To		Service Contract Amount	
2024-12-03		2025-10-02		0.00	

Commodity Line Description:     WVCHIP: Base Year One- 1 - 20,000 Members

Extended Description:  
WVCHIP Base Year One-PMPM rate  
1 - 20,000 Members

Unit Price: \$0.2938

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	85121700				0.000000
Service From		Service To		Service Contract Amount	
2024-12-03		2025-10-02		0.00	

Commodity Line Description:     WVCHIP: Base Year One-20,001-25,000 members

Extended Description:  
WVCHIP Base Year One-PMPM  
20,001-25,000 members

Unit Price: \$0.2791

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	85121700				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
	2024-12-03	2025-10-02		0.00	

**Commodity Line Description:** WVCHIP: Base Year One- 25,001 Or More members

**Extended Description:**  
WVCHIP Base Year One-PMPM rate  
25,001 Or More members

Unit Price: \$0.2651

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
35	85121700				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
	2024-12-03	2025-10-02		0.00	

**Commodity Line Description:** WVCHIP: Base YR 1-Ad Hoc Hourly Rate Information Technology

**Extended Description:**  
WVCHIP Base Year One Ad Hoc Hourly Rate Information Technology

Unit Price: \$0.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
39	85121700				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
	2024-12-03	2025-10-02		0.00	

**Commodity Line Description:** WVCHIP: Base Yr 1-Ad Hoc Hourly Rate Non- Information Tech.

**Extended Description:**  
WVCHIP Base Year One Ad Hoc Hourly Rate Non-Information Technology

Unit Price: \$0.00



## ORDER OF PRECEDENT AND MODIFICATION ADDENDUM

**THIS ORDER OF PRECEDENT AND MODIFICATION ADDENDUM**, (hereinafter “Addendum”) by and between Maximus US Services Inc. (“Maximus”) and the State of West Virginia Department of Human Services, Bureau for Medical Services (hereinafter “State”), (both referred to as “Parties”), is intended to clarify and amend contractual documents as agreed, to establish a contract resulting from the solicitation for Managed care Enrollment Brokerage Services identified as CMA BMS25000000001, Procurement Folder 1361033 (the “Contract”).

**NOW THEREFORE**, the Parties hereto hereby agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section. In that way, any terms and conditions contained in the first priority document shall prevail over conflicting terms in the second priority document, and so on.

### **Contract Documents:**

- a. **Order of Precedence and Modification Addendum** (this document) – First Priority
  - b. **State of West Virginia General Terms and Conditions** – Second Priority
  - c. **Maximus’ Proposal** – Third Priority
2. **Modifications:** The documents listed below are modified as indicated below.
    - a. **General Terms and Conditions:** The General Terms and Conditions are modified as shown below.

- i. The term entitled “36. INDEMNIFICATION:” is modified to read as follows:

*The Vendor agrees to indemnify, defend, and hold harmless, the State and the Agency, their officers, and employees from and against: (1) Any third-party claims or losses, proven direct damages arising from any acts or omissions related to 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, proven direct damages resulting to any person or entity injured or damaged by any acts or omissions of 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 State and Federal laws including, but not limited to, labor and wage and hour laws.*

- ii. To include the following term:

*48. FORCE MAJEURE: Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions material shortages or any other cause that is beyond the reasonable control of such party.*

3. **Assumptions and Clarifications:** The contract terms include the following mutually agreed upon assumptions and clarifications:
- a. Maximus proposal assumes that the services required for the SDOH program are outlined in Specification Sections 4.1.34-.37 and that the SDOH Manager job description at Section 3.1.5 outlines skills the manager must have rather than specific service requirements.
  - b. Over the tenure of our Enrollment Broker Services partnership with BMS, Maximus has never used more than 200 Ad Hoc hours annually. Given this history, we have added 250% more hours annually in our POM rates that we believe more than covers Maximus if additional in-scope work is needed. If the requested in-scope hours exceed 500, Maximus realizes that we would be responsible for providing that service as agreed.
  - c. Maximus proposal assumes that the Ad Hoc service hours provided for in the CRFQ are available for use only by BMS for work directly related to the specifications contained in the Contract such as updates to materials and existing service offerings. We further assume that major programmatic changes or additions to the scope of work in the specifications will be handled by an amendment to the agreement with a corresponding adjustment to pricing. For the avoidance of doubt, Maximus assumes the purpose of the Ad Hoc hours is not to be a vehicle to add unlimited scope to the Contract at the ad Hoc rates.
4. **VOID CONTRACT CLAUSES** – Notwithstanding anything contained herein to the contrary, the parties understand that this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date of last signature below.

STATE OF WEST VIRGINIA

By: Aletha Greenhouse

Name: Aletha Greenhouse

Its: OSR Purchasing

Date: 9-23-24

MAXIMUS US SERVICES INC.

By: Ashleigh Galvin  
Digitally signed by Ashleigh Galvin  
Date: 2024.09.24 15:40:24  
+05'00'

Name: Ashleigh Galvin

Its: Counsel, Contracts

Date: 9/24/2024

## **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: 1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: 1,000,000.00 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.



**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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 Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State 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 Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State 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, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency 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.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, 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 State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Rosemary Ajoku, MHP CHIE, Managing Director

(Address) 1600 Tysons Blvd, Ste 1400, McLean, VA 22102

(Phone Number) / (Fax Number) 412.760.0442

(email address) rosemaryajoku@maximus.com; cc: usproposals@maximus.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Maximus US Services, Inc.

(Company)



Digitally signed by Kyle A. Gregory  
Date: 2024.04.25 12:18:56 -04'00'

(Signature of Authorized Representative)

Kyle A. Gregory, Counsel - Contracts

(Printed Name and Title of Authorized Representative) (Date)

703.251.8500

(Phone Number) (Fax Number)

contracts@maximus.com

(Email Address)



## MANAGED CARE ENROLLMENT BROKER SERVICES

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### SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Bureau for Medical Services (BMS), which includes the West Virginia Medicaid Program and the West Virginia Children's Health Insurance Program (WVCHIP), herein collectively known as "Agency", to establish a contract to provide enrollment broker services for the Mountain Health Trust (MHT) program.

This solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Federal Funds Addendum.

Note: The WVDoHS has developed an EEOP Utilization Report and it is available at: <http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

2. **DEFINITIONS:** The terms listed below must have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **"Contract Services"** means managed care enrollment broker services as more fully described in these specifications.

2.2 **"Instructions for Pricing"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.3 **"PMPM"** means per member per month.

2.4 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.5 **"Enrollee"** means a Medicaid or WVCHIP member enrolled in a managed care organization (MCO) under the MHT program.

2.6 **"Potential Enrollee"** means a Medicaid or WVCHIP member who is subject to mandatory enrollment or may voluntarily elect to enroll in a contracted managed care program; however, is not yet enrolled with a specific MCO.

## MANAGED CARE ENROLLMENT BROKER SERVICES

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**3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, must have the following minimum qualifications:

**3.1.** The Vendor must agree to secure and retain professional staff assigned to the West Virginia contract to meet contract requirements. The Vendor's response must provide personnel comprised of staff dedicated full-time to the MHT program. At a minimum, the Vendor must provide the following key staff: (Note: Documentation to demonstrate qualifications and experience should be provided with bid response but must be provided within three (3) business days of request.)

**3.1.1.** All Key staff must be available Mon-Fri (8:30 AM-4:30 PM), excluding State holidays, which can be found at: <https://personnel.wv.gov/employees/benefits/pages/holidays.aspx> . In addition, all key staff must be available to meet on-site with the Agency within five (5) business days of request, unless requested earlier by the Agency.

**3.1.2. Project Director.** The Vendor must have (1) full-time Project Director during the term of this contract. The Project Director must serve as the key accountable lead and the primary point of contract for all program activities. This key staff member must have the authority to manage all key staff identified in this contract, and make decisions, be responsible for directing operations throughout the life of the contract and attend all requested meetings as request by the Agency. The Project Director must meet the following qualifications and experience:

**3.1.2.1.** Have a minimum of three (3) years of experience with managed enrollment and Medicaid programs.

**3.1.2.2.** Have a minimum of three (3) years of experience managed projects of similar size and scope.

**3.1.2.3.** Provide executive direction for completion of required deliverables.

**3.1.2.4.** Have authority to make decisions and be responsible for directing operations throughout the term of the contract.

## MANAGED CARE ENROLLMENT BROKER SERVICES

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**3.1.2.5.** Have authority for staffing and operations decisions, with the Agency' approval.

**3.1.2.6.** Ensures the Project Team staff fulfill the following:

**3.1.2.6.1.** Provide regular status reports to the Project Director and the Agency or its designee.

**3.1.2.6.2.** Report any issues causing delays and/or problems on the project.

**3.1.2.6.3.** Resolve issues reported by the Agency with the timeframe designated by the Agency at the time that the issue is reported.

**3.1.2.6.4.** Escalate critical issues to the Agency for resolution within one (1) business day from the notification of the issue.

**3.1.3. Outreach and Call Operations Manager.** The Outreach and Call Operations Manager will be responsible for managing the Vendor's call center, and therefore, must have a bachelor's degree or equivalent combination of education, technical training or work experience considered in lieu of degree. This person must have a minimum of three (3) years of management experience or 5 years of related experience. The Outreach and Call Operations Manager must have three (3) years of experience in developing and implementing comprehensive communications plans and outreach materials with Medicaid populations, including the use of websites as well as electronic and social media. The Outreach and Call Operations Manager must have a minimum of three (3) years of experience with enrollment and reporting operations management. This person will also be the liaison with the contracted MCOs to obtain required information to help enrollees make informed MCO selections. This person will be responsible for monitoring and oversight, including development and review of reports to identify trends and concerns that need to be addressed. This person must be capable of working as a team member as well as independently

## MANAGED CARE ENROLLMENT BROKER SERVICES

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demonstrating the ability to manage a large Call Center for a health care related or Medicaid program.

- 3.1.4 Financial Manager** The Financial Manager will be responsible for managing all financial aspects of the contract, and therefore, must have a bachelor's degree and a minimum of 5 years' experience demonstrating the ability to manage all financial aspects of the contract. Essential duties for this position include but are not limited to: Prepare financial budgeting, forecasting and all required financial reporting on a monthly, quarterly, and annual basis. Develop and maintain monthly financial dashboard for Executive Management. Ensure effectiveness of accuracy and timeliness of forecasting, reporting, accruals, and other financial related processes and systems on a weekly and monthly basis. Provide direct financial leadership and support for assessing service allocation rates, composition of cost pools and for new allocations. Work with Group and project finance teams to develop, administer, and implement process improvements, methodologies, and cost allocation expectations for utilizing the Shared Services Platform.

## MANAGED CARE ENROLLMENT BROKER SERVICES

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**3.1.5 SDOH Manager** the Social Determinants of Health (SDOH) Manager will be responsible for managing all SDOH aspects of the contract, and therefore, must have a minimum of two (2) years of experience developing and managing complex project plans demonstrating the ability to manage all SDOH aspects of the contract involving organization and/or community change. The candidate must have three (3) years' experience with data management, analysis, auditing, and reporting. Two (2) years' experience with health insurance and/or government operations preferred. Essential duties for this position include but are not limited to: Establish and maintain the network of community resources that underpins the effort of addressing Medicaid member needs as well as think strategically about expanding the network to help expand the SDOH program. This position will drive the recruitment and training of community resources and develop strong relationships with those resources to drive positive outcomes for members. This role serves as a primary contact for internal and external stakeholders regarding community resource management. This position will juggle visions of multiple stakeholders including the health system, community resources, government leadership, and local program management while focusing on ensuring success of the SDOH program.

**3.2** The vendor must have a minimum of three (3) years of experience in enrollment brokerage with Medicaid and CHIP programs.

## **4 MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1** The Vendor must attest to freedom of conflict of interest as set forth in 42 CFR § 438.810 (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-J/section-438.810>).

**4.1.2** The Vendor must obtain Agency approval for outreach and educational materials in any medium thirty (30) calendar days prior to production and distribution. Production, reproduction, updates, and distribution of materials must be at the Vendor's expense. The Agency reserves the right to edit all or portions of materials prior to distribution. Upon Agency approval, the Vendor must print all written materials, maintaining an adequate stock of distribution materials needed at the Vendor's expense. The Vendor is responsible for supplying and distributing any pamphlets and other mailing material, in

## MANAGED CARE ENROLLMENT BROKER SERVICES

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addition to Agency approved materials, supplied by the MCOs and the Agency.

- 4.1.3** The Vendor must agree to provide choice counseling to, and enroll eligible participants into, an approved MCO. All enrollment tasks detailed in this section apply to both new enrollments and changes in MCOs and must comply with 42 CFR 438.6 ([https://www.ecfr.gov/cgi-bin/text-idx?SID=a099885d325cee4c78f1534e82eeaeac&mc=true&node=se42.4.438\\_16&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=a099885d325cee4c78f1534e82eeaeac&mc=true&node=se42.4.438_16&rgn=div8)).
- 4.1.4** The Vendor must agree to assist the State with enrollment in each of the fifty-five (55) counties, addressing the unique enrollment needs of each county. Such circumstances may include, but not be limited to, rural/urban location, the number of enrollees, and the number of providers.
- 4.1.5** The Vendor must perform choice counseling and enrollment services in accordance with 42 CFR 438.71 ([https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=b28b3c87bd54fab4ebaac64dfdd20351&h=L&mc=true&n=pt42.4.438&r=PART&ty=HTML#se42.4.438\\_171](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=b28b3c87bd54fab4ebaac64dfdd20351&h=L&mc=true&n=pt42.4.438&r=PART&ty=HTML#se42.4.438_171)), 42 CFR § 438.54 ([https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a099885d325cee4c78f1534e82eeaeac&mc=true&n=pt42.4.438&r=PART&ty=HTML#se42.4.438\\_154](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a099885d325cee4c78f1534e82eeaeac&mc=true&n=pt42.4.438&r=PART&ty=HTML#se42.4.438_154)), and 42 CFR § 457.1210 ([https://www.ecfr.gov/cgi-bin/text-idx?SID=a099885d325cee4c78f1534e82eeaeac&mc=true&node=se42.4.457\\_11210&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=a099885d325cee4c78f1534e82eeaeac&mc=true&node=se42.4.457_11210&rgn=div8)).
- 4.1.6** The Vendor must, working with the Agency, identify the prevalent non-English languages spoken by enrollees and potential enrollees throughout the State in accordance with 42 CFR §438.10 (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10>). The Vendor must make all information available in each prevalent non-English language (if the Agency and the Vendor determine a prevalent language other than English is present) to the same extent as the information available in English at no additional cost to the Agency. The Vendor must ensure that all information for enrollees or potential enrollees is at or below a sixth-grade reading level. The Vendor must provide oral interpretation services free of charge to enrollees and potential enrollees as stated in 42 CFR §438.10(d)(4), 42 CFR §438.10(d)(5)(i), and 42 CFR §438.10(d)(5)(iii).
- 4.1.7** The Vendor must agree to develop sample enrollment forms and phone scripts for potential enrollees that comply with the requirements of 42 CFR §438.10 (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10>).

## MANAGED CARE ENROLLMENT BROKER SERVICES

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438/subpart-A/section-438.10). A sample enrollment form must be provided to the Agency for approval within thirty (30) calendar days of award of this contract.

- 4.1.7.1** The enrollment form and scripts must ask potential enrollees to indicate: his or her choice of MCO; the name of his or her existing provider(s); and his or her race, ethnicity, primary language spoken and health status as stated in 42 CFR § 438.54(b)(3) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.54>). The form must specify that information on race, ethnicity, primary language, and health status is not mandatory for enrollment.
- 4.1.8** The Vendor must agree to provide a plan, within fifteen (15) calendar days of award of this contract, describing the process for mailing the enrollment form and accompanying enrollment materials to potential enrollees within two (2) business days of receiving the eligibility file from the fiscal agent.
- 4.1.9** The Vendor must agree to provide a plan, within fifteen (15) calendar days of award of this contract, that includes the development of materials to notify members of the expectation to select an MCO or provider within forty-five (45) calendar days or be assigned to one (1) by the State. The plan must also include a process for accommodating passive enrollment as needed as described in 42 CFR 438.54 (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.54>).
- 4.1.10** The Vendor must agree to mail additional materials, including those created by the Agency and/or the MCOs, to help enrollees in making their choice (e.g., network provider listings, any Agency -approved marketing materials, question and answer sheets, letters related to the managed care programs) at no additional cost to the Agency.
- 4.1.11** The Vendor must submit sample educational materials, including a general informational (i.e., MCO availability, PCP options, etc.) pamphlet and letters to enrollees for approval by the Agency prior to distribution.
- 4.1.12** The Vendor must offer multiple approaches for members to enroll, including but not limited to, mail, telephone, text, web-based applications, and other innovative and unique vehicles. The Vendor must agree to provide a plan, within thirty (30) calendar days of award of this contract, to address its approach for receiving enrollment forms via mail, telephone, and Internet. The Vendor

## MANAGED CARE ENROLLMENT BROKER SERVICES

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must not exceed 24 hours for processing enrollment forms and for returning forms received from eligible participants that cannot be processed due to incomplete or illegible information.

**4.1.13** The Vendor must send potential enrollees “welcome packets” providing information and enrollment forms as stated in 42 CFR § 438.10(g)(1) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10>). The Vendor must report the actions concerning the processing of the enrollment forms to the Agency on a monthly basis.

**4.1.14** The Vendor must agree to provide a plan, within fifteen (15) calendar days of award of this contract, describing a process for following up on returned mail within seven (7) calendar days of receipt. This plan must also address the process of identifying address discrepancies in the State’s systems.

**4.1.15** The Vendor must agree to provide, within fifteen (15) calendar days upon award of this contract, a comprehensive, statewide outreach and education strategy, which includes, but is not limited to:

**4.1.15.1** The development of materials,

**4.1.15.2** An approach for engaging stakeholders, and

**4.1.15.3** A staffing model to conduct both in-person and electronic education activities.

**4.1.16** The Vendor must agree to develop written and visual materials for use in outreach and educational efforts to educate MHT members, advocates, providers, community agencies, caseworkers and WVDoHS employees about any changes in delivery systems.

**4.1.16.1** These materials must include, but not be limited to: enrollment forms, notices, letters, pamphlets, presentations, videos, internet websites and other information.

**4.1.16.2** Each document submitted for approval must be accompanied by a concise memo indicating the purpose, expected use, target audience and printing specifications.

**4.1.16.3** The Agency reserves the right to edit all or portions of materials prior to distribution.



## MANAGED CARE ENROLLMENT BROKER SERVICES

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- 4.1.17** Upon Agency approval, the Vendor must print all written materials, maintaining a sufficient stock of materials and distributing materials as needed at the Vendor's expense.
- 4.1.17.1** The Vendor is responsible for supplying and distributing any pamphlets and other mailing material in addition to WVDoHS approved materials supplied by the MCOs and WVDoHS.
- 4.1.18** The Vendor must agree to notify all WVDoHS county offices of any changes in the managed care programs or processes for enrollment.
- 4.1.19** The Vendor must agree to perform outreach to members who have challenges to enrollment, which include but are not limited to: housing circumstances, cultural differences, or inability or unwillingness to access information through WVDoHS county offices or community hosted information program.
- 4.1.20** The Vendor must design and maintain an enrollment assistance website available to MHT enrollees.
- 4.1.20.1** The Vendor must agree to provide, upon award of this contract, the type of web accessibility software, the types of information available to enrollees, languages supported on the website, frequency of updates to the website, search capabilities, user-friendly provider directories and interactive functionality to facilitate the secure submission of member plan and PCP changes.
- 4.1.21** The Vendor must agree to educate and engage enrollees in high quality health homes and patient centered medical homes.
- 4.1.22** The Vendor must inform enrollees and potential enrollees on the freedom of choice among network providers as stated in 42 CFR§ 438.10(g)(2)(iv) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10>).
- 4.1.23** The Vendor must assist enrollees and potential enrollees in selection of PCP upon request at initial and change of enrollment as stated in 42 CFR § 438.52(d) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.52>) .
- 4.1.24** The Vendor must inform enrollees and potential enrollees of their right to be treated with respect and with due consideration for their dignity and privacy

## MANAGED CARE ENROLLMENT BROKER SERVICES

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as discussed in 42 CFR 438.100(b)(2)(ii) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-C/section-438.100>).

- 4.1.25** The Vendor must agree to provide special services necessary to accommodate enrollees. Special services may include, but not be limited to teletypewriter (TTY) line translation services, assistance for the blind/literacy challenged, and program fact sheets in different languages for prevalent non-English members as defined in 42 CFR 438.10 (c) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10>.)
- 4.1.26** The Vendor must agree to provide, within fifteen (15) calendar days of award of this contract, a Quality Assurance Plan subject to Agency approval.
- 4.1.27** The Vendor must agree to ongoing communication with the Agency and the MCOs. These duties include, but are not limited to:
  - 4.1.27.1** Maintaining direct, ongoing communication with the Agency regarding the Vendor's activities and working closely to assure accomplishment of the enrollment goals and objectives.
  - 4.1.27.2** Meeting with the MCOs upon contract award and on an ongoing basis, as necessary, to obtain detailed information about each individual operation.
  - 4.1.27.3** On a case-by-case basis, notifying the Agency, of any discrepancies found on the enrollment form such as, but not limited to, name spelling, date of birth, number of family members in the home, returned mail which indicates the member has moved, etc., for resolution. Any discrepancy found on the enrollment form must be tracked and reported within five (5) business days.
  - 4.1.27.4** For discrepancies identified, the Vendor must work with the Agency to reconcile the monthly list of enrollees for each MCO, which may require extensive research. The Vendor must monitor reports from the fiscal agent and alert the Agency regarding any discrepancies within five (5) business days.
  - 4.1.27.5** The Vendor must be alert to possible discrepancies between approved documents and actual MCO distribution practices as may be reported by enrollees. Any discrepancies discovered must

## MANAGED CARE ENROLLMENT BROKER SERVICES

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be documented and forwarded to the Agency for disposition within five (5) business days.

**4.1.28** The Vendor's must agree to provide, within fifteen (15) calendar days of award of this contract, its approach for implementing and performing the systems development tasks listed below:

**4.1.28.1** Establish and maintain databases and systems to support the enrollment operation.

**4.1.28.2** Work with the Agency to learn the data entry screens within the MMIS which allows enrollees to be enrolled in an MCO and develop linkage to the State's benefit eligibility system to facilitate research.

**4.1.28.3** Work with the Agency and the fiscal agent to identify any modifications needed.

**4.1.28.4** Work with the Agency employees in refining the default auto-assignment algorithm and responding to county-specific algorithm needs as appropriate (e.g., mandatory MCO enrollment, voluntary MCO enrollment).

**4.1.28.5** Work with the Agency in supporting any additional auto-assignment strategies which could include passive enrollment and pay-for-performance (P4P) approaches. The Agency reserves the right to modify the methodology for assigning enrollees at any time.

**4.1.29** By the 15<sup>th</sup> of the subsequent month, the Vendor must provide the Agency with a monthly snapshot of key activities, which include a comparison of the current month's report with previous periods, as appropriate.

**4.1.29.1** The Vendor must also agree to identify trends in enrollment, any issues encountered and recommendations for improvements, policy changes or procedural improvements. Reports must include charts and graphs to illustrate program performance.

**4.1.29.2** The Vendor must agree to propose indicators to include in the monthly report. Final format and indicators are subject to Agency approval.

## MANAGED CARE ENROLLMENT BROKER SERVICES

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- 4.1.30** The Vendor must agree to provide a sample report to the Agency within fifteen (15) calendar days of award of this contract. The Vendor must respond to the Agency requests for additional detail on activities within ten (10) business days.
- 4.1.31** Within fifteen (15) calendar days of award of the contract, the Vendor must provide a functional organizational chart indicating the proposed project structure as part of its response to this RFQ. The Vendor must indicate on the chart, or separately, the name of each proposed staff member and the percentage of time each proposed employee will be dedicated to this project, expressed in a full-time equivalent (FTE) percent. This chart is subject to Agency approval.
- 4.1.32** If the Vendor proposes to subcontract with organizations or individuals, it must agree to provide a copy of the subcontract/agreement and a summary of the subcontractor's size, resources, location and responsibilities under the contract. The primary contractor must assume responsibility for all subcontracted work.
- 4.1.33** Within fifteen (15) calendar days of award of this contract, the Vendor must agree to provide its detailed staffing contingency plan for handling sudden and unexpected increases in enrollment, MCO transfers, and call volumes with a description on how the plan will be implemented and coordinated with the Agency. This plan is subject to Agency approval.
- 4.1.34** The Vendor shall conduct member assessments as part of the enrollment process to determine any social determinants of health (SDOH) and health risks impacting the member's healthcare and quality of life as discussed in 42 CFR § 438.208(c)(1) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-D/section-438.208>).
- 4.1.34.1** The member assessment shall be approved by the Agency prior to implementation.
- 4.1.35** The Vendor must share the SDOH assessment data with the enrollee's managed care organization.
- 4.1.36** The Vendor shall conduct outreach and engagement to members needing SDOH assistance and inform them of community supports to help address their needs.

## MANAGED CARE ENROLLMENT BROKER SERVICES

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- 4.1.37** Due by the fifteenth (15th) of the subsequent month, the Vendor shall provide monthly reporting updates on their SDOH program in an Agency approved template.
- 4.1.38** Within fifteen (15) calendar days of award of this contract, the Vendor must provide a business continuity plan that will be enacted in the case of a state/national disaster/emergency for seamless transfer of business operations.
- 4.1.39** The Vendor shall maintain hours of operation during standard business hours, 8:30 AM – 4:30 PM, Monday through Friday excluding State holidays, which can be found at:  
<https://personnel.wv.gov/employees/benefits/pages/holidays.aspx>.
- 4.1.40** Within fifteen (15) calendar days of award of this contract, the Vendor must agree to provide a single lead point of contact that will serve as project manager and be immediately available by telephone and email, at a minimum, during business hours of Monday through Friday, global 8:30am to 4:30pm Eastern Standard Time, excluding state holidays. This person will be responsible for overseeing Vendor performance and act as a liaison between the Vendor, the Agency, WVCHIP and the MCOs.
- 4.1.41** The Vendor must prepare and submit a draft implementation plan to be approved by the Agency within fifteen (15) calendar days of the contract award. The Vendor must agree to submit any revisions to its implementation plan for review and approval by the Agency within fifteen (15) calendar days of request from the Agency. In addition, the vendor must agree to complete implementation activities within the timeframe allotted in the implementation plan and no more than three (3) months following the contract award.
- 4.1.42** In accordance with 42 CFR §438.810(b) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-J/section-438.810>), expenditures for enrollment broker services, the Vendor must attest in writing that it nor its subcontractors have no corporate connections or financial interest in any of West Virginia's MCOs.
- 4.1.43** The vendor must provide telephone, toll free numbers, fax service, paper supplies, postage machines, furniture, etc. for its work force at no additional cost to the Agency. This involves purchasing capital equipment including equipment that will be necessary to carry out the responsibilities of the contract.

## MANAGED CARE ENROLLMENT BROKER SERVICES

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- 4.1.44** All hardware, software and communications components must be compatible with the most current West Virginia Office of Technology (WVOT) currently supported versions of Microsoft Office Suite or equal <https://technology.wv.gov/ot-policies> as well as, current technologies for data interchange.
- 4.1.45** The Vendor must comply with all current and future security policies and procedures of the Department and the WVOT, which can be found at the following links: <http://www.wvWVDHHR.org/mis/policies.asp>; <http://www.state.wv.us/admin/purchase/privacy/>
- 4.1.46** The Vendor must agree to continue outreach activities in each county and initiate intensive outreach activities at least forty-five (45) calendar days prior to any change of choice or process in that county.
- 4.1.47** The Vendor must implement and oversee the enrollee (beneficiary) support system as required under 42 CFR § 438.10(g)(2)(vii), 42 CFR § 438.10(f)(2)(ii, iii, ix), 42 CFR § 438.10 (e)(2)(v)(A), 42 CFR § 438.10 (e)(2)(vii), 42 CFR § 438.10 (e)(2)(iv), 42 CFR § 438.10 (e)(2)(vi), 42 CFR § 438.10 (e)(2)(v)(B), and 42 CFR § 438.10 (e)(2)(v)(C) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10>). The Vendor must perform all minimum functions of the enrollee (beneficiary) support system defined and as modified in the RFQ. In the event there are changes to any applicable law, rule, or regulation, the Vendor must work with the Agency to make the necessary modification(s) to meet all changes and requirements at no additional cost to the Agency.
- 4.1.48** Vendor must agree to work with Agency to develop the algorithm that will be used to assign members to an MCO.
- 4.1.49** Within fifteen (15) calendar days of award of this contract, the Vendor must submit a plan in the event a new MCO entering into the MHT program and explain the plan to enrollees and potential enrollees in written documentation in accordance with 42 CFR § 438.10(f)(1) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10>) and 42 CFR § 438.56(b) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.56>). Agency reserves the right to modify any aspect of such plan as it deems necessary.

## MANAGED CARE ENROLLMENT BROKER SERVICES

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- 4.1.50** Within fifteen (15) calendar days of award of this contract, the Vendor must submit a plan in the event of an MCO contract termination and explain the plan to enrollees and potential enrollees in written documentation in accordance with 42 CFR § 438.10(f)(1) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10>) and 42 CFR § 438.56(b) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.56>). Agency reserves the right to modify any aspect of such plan as it deems necessary.
- 4.1.51** Vendor must agree to all applicable requirements of an enrollment broker under 42 CFR 438.58 (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.58>) and SSA 1932(d)(3) ([https://www.ssa.gov/OP\\_Home/ssact/title19/1932.htm](https://www.ssa.gov/OP_Home/ssact/title19/1932.htm)).
- 4.1.52** Vendor must agree to put safeguards in place at least equal to Federal safeguards per Section 1932(d)(3) of the Social Security Act ([https://www.ssa.gov/OP\\_Home/ssact/title19/1932.htm](https://www.ssa.gov/OP_Home/ssact/title19/1932.htm)) addressing the default enrollment process under the managed care programs.
- 4.1.53** Vendor must agree that the contract must be governed by the laws of the State of West Virginia. Vendor further agrees to comply with the Civil Rights Act of 1964 (<https://www.eeoc.gov/statutes/title-vii-civil-rights-act-1964>), Title IX of the Education Amendments of 1972 (<https://www.justice.gov/crt/title-ix-education-amendments-1972>) (regarding education programs and activities), The Age Discrimination Act of 1975 (<https://www.dol.gov/agencies/oasam/regulatory/statutes/age-discrimination-act>), The Rehabilitation Act of 1973 (<https://www.eeoc.gov/statutes/rehabilitation-act-1973>), The Americans with Disabilities Act ([https://www.ada.gov/regs2010/titleII\\_2010/titleII\\_2010\\_regulations.htm](https://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.htm) and [https://www.ada.gov/regs2010/titleIII\\_2010/titleIII\\_2010\\_regulations.htm](https://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm)), and all other applicable laws (Federal, State or Local Government) regulations.
- 4.1.54** Vendor must agree to be bound by the Service Level Agreements as outlined within Appendix A.
- 4.1.55** Upon contract award, Vendor must agree to meet with Agency monthly to discuss any Service Level Agreements that may be applied to Vendor. The meeting will be scheduled at a time agreed upon by both Agency and Vendor.

## MANAGED CARE ENROLLMENT BROKER SERVICES

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- 4.1.56** The amount of any penalties will be deducted from Vendor's monthly invoices for services submitted any time after Vendor's receipt of the notice of penalties.
- 4.1.57** Vendor must implement and maintain a process to validate that enrollments are appropriate. Vendor must perform regular and ad hoc queries using all available eligibility and enrollment data to identify inappropriate MCO enrollments such as, but not limited to, overlapping MCO enrollment, incorrect MCO enrollment from the enrollee's choice, and incorrect newborn MCO enrollment. Vendor must notify Agency of any findings in writing within three (3) business days or through standing reports. Vendor must correct enrollment within thirty (30) calendar days and system logics and/or processes within sixty (60) calendar days of identification. Agency reserves the right to request regular and/or ad hoc queries.
- 4.1.58** Vendor shall provide to Agency, within thirty (30) calendar days of request, a Turnover and Closeout Management Plan detailing the approach to transitioning systems and operational responsibilities to a successor. Agency shall give final approval to the plan.
- 4.1.59** Vendor must agree to price individual tiers for each separate contract year with no more than a 5% variance between the individual tiers.
- 4.1.60** The Vendor must agree to provide a plan describing how quality and timeliness of the work done off-site and/or through subcontractor(s) within fifteen (15) calendar days of contract award.
- 4.1.61** The Vendor must agree to employ adequate staff and utilize appropriate resources to achieve contractual compliance throughout the life of the contract, including all optional renewal periods.

  - 4.1.61.1** The Vendor's resource allocation must be adequate to achieve outcomes in all functional areas with the organization. Adequacy will be evaluated based on outcomes and compliance with contractual and Agency policy requirements, including the requirement for providing culturally competent services to all enrollees and potential enrollees, including those with limited English proficiency, diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity.



## MANAGED CARE ENROLLMENT BROKER SERVICES

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- 4.1.61.2** If the Vendor does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action will be employed by the Agency, including but not limited to requiring the Vendor to hire additional staff and application of service level agreement penalties as provided in Appendix A of this RFQ.
- 4.1.61.3** The Vendor must agree to remove or reassign any employee or subcontractor employee deemed unacceptable by the Agency within ten (10) calendar days of written request from the Agency.
- 4.1.61.4** The Vendor's key staff must not be removed or reassigned without the prior approval of the Agency. The Agency will not withhold the approval unreasonably, upon the submission a proposed suitable candidate.
- 4.1.62** The Vendor must agree to notify the Agency in writing within seven (7) calendar days of the resignation or termination of any key staff positions. Staff assignments must be fully covered at all times, and the name of the interim contact person must be included in the notification. The vacancy must be filled within thirty (30) calendar days with a person of equivalent experience, knowledge, and talent. The name and resume of the replacement key staff must be submitted to the Agency for approval within seven (7) calendar days of selection. The Vendor must submit to the Agency a revised organizational chart complete with key staff time allocation within five (5) days of Agency approval.
- 4.1.63** If any of the organizational or key staff information changes between the response to the RFQ and the contract award, the Vendor must submit updated personnel information to the Agency no later than the contract execution date. The same is applicable for any subcontractor information.
- 4.1.64** The Vendor must provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by the Agency. All meetings must be considered mandatory unless otherwise indicated.
- 4.1.65** The Vendor must agree to provide, within fifteen (15) calendar days of contract award, a detailed staffing contingency plan for handling sudden and unexpected increases in enrollment, MCO transfers, and call volumes with a description on how the plan will be implemented and coordinated with the Agency.

## MANAGED CARE ENROLLMENT BROKER SERVICES

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- 4.1.66** The Vendor must agree to create and operate a call center within the Continental United States. Such responsibilities of the call center include, but are not limited to, completing the enrollment of members into the MCO of their choice; answering enrollment questions regarding the MHT program; settle complaints when possible; provide information on covered services; and complete research as requested by the Agency.
- 4.1.67** The Vendor must agree to have a call center with the capacity to ensure that ninety-five (95) percent of the received calls do not exceed the following wait times:
- 4.1.67.1** Five (5) minutes for the first three (3) months of operations
  - 4.1.67.2** Two (2) minutes after the first three (3) months of operations
- 4.1.68** The Vendor shall ensure that call center abandonment rates do not exceed five (5) percent on a monthly basis.
- 4.1.69** The Vendor must agree to provide overflow call center staff with no change in call handling quality or service levels, as described in § 4.1.66, in the event call handling capacity is exceeded at the primary call center. Such events may include, but are not limited to:
- 4.1.69.1** An MCO withdrawal/termination,
  - 4.1.69.2** A significant adverse change in an MCO network (e.g., loss of a large clinical or hospital system), or
  - 4.1.69.3** The transition of a new population into managed care
- 4.1.70** The Vendor must agree to use the overflow call center staff when the primary call center is not able to answer calls within four (4) rings and to prevent enrollee hold times of beyond two (2) minutes.
- 4.1.71** The Vendor must have a minimum of three (3) years' experience in analysis, collections, reporting, and storage of data.
- 4.1.72** The Vendor must agree to automatically reenroll a enrollee who has been disenrolled due to the loss of Medicaid eligibility within a 12 month period

## MANAGED CARE ENROLLMENT BROKER SERVICES

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as discussed in 42 CFR § 438.56 (g) (<https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.56>).

### **4.2 Optional Contract Services and Deliverables:** Contract Services for which the Agency reserves the right to implement during the life of this contract award.

**4.2.1** The Vendor shall, at the Agencies request, implement a day-one enrollment process, whereby the member is auto-assigned on their first day of eligibility, with a choice enrollment period following the assignment for potential enrollees in accordance with 42 CFR § 438.54 as part of its response to this RFQ. ([https://www.ecfr.gov/cgi-bin/text-idx?SID=54456f1c514a85798272299161c6e115&mc=true&node=pt42.4.438&rgn=div5#se42.4.438\\_154](https://www.ecfr.gov/cgi-bin/text-idx?SID=54456f1c514a85798272299161c6e115&mc=true&node=pt42.4.438&rgn=div5#se42.4.438_154)).

**4.2.1.1** The Vendor must agree to an implementation period of three (3) months upon written notification from the Agency.

**4.2.2** The Vendor, shall at the Agencies request, implement a lock-in process of member enrollment as is described in 42 CFR 438.56(c) ([https://www.ecfr.gov/cgi-bin/text-idx?SID=1642a3a55651ac5236ed97e65a579d25&mc=true&node=pt42.4.438&rgn=div5#se42.4.438\\_156](https://www.ecfr.gov/cgi-bin/text-idx?SID=1642a3a55651ac5236ed97e65a579d25&mc=true&node=pt42.4.438&rgn=div5#se42.4.438_156)).

**4.2.2.1** The Vendor must agree to an implementation period of three (3) months upon written notification from the Agency.

## **5 CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract must be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Commodity lines whether in wvOASIS or electronic document.

**5.2 Instructions for Pricing:** Vendor should follow the instructions for pricing (Exhibit A) by entering an all-inclusive fixed cost for implementation, the per member per month (PMPM) for each tier requested, and Ad hoc services should be added as an all-inclusive hourly rate.

## MANAGED CARE ENROLLMENT BROKER SERVICES

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Vendor should type or electronically enter the information into the Commodity lines through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the CRFQ form for bid purposes by sending an email request to the following address: [crystal.g.hustead@wv.gov](mailto:crystal.g.hustead@wv.gov).

- 6 **PERFORMANCE:** Vendor and Agency must agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor must perform in accordance with the release orders that may be issued against this Contract.
- 7 **PAYMENT:** Agency must pay PMPM, as shown on the Commodity lines for wvOASIS, for all Contract Services performed and accepted under this Contract. Vendor must accept payment in accordance with the payment procedures of the State of West Virginia.
- 8 **TRAVEL:**

Vendor must be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

- 9 **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3 Vendor must notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

## MANAGED CARE ENROLLMENT BROKER SERVICES

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**9.5** Vendor must inform all staff of Agency's security protocol and procedures.

### **10 VENDOR DEFAULT:**

**10.1** The following must be considered a vendor default under this Contract.

**10.1.4** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.5** Failure to comply with other specifications and requirements contained herein.

**10.1.6** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.7** Failure to remedy deficient performance upon request.

**10.2** The following remedies must be available to Agency upon default.

**10.2.4** Immediate cancellation of the Contract.

**10.2.5** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.6** Any other remedies available in law or equity.

### **11 MISCELLANEOUS:**

**11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor must list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

## MANAGED CARE ENROLLMENT BROKER SERVICES

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### **Appendix A: Service Level Agreements (SLAs)**

*Because performance failures by the Vendor may cause the Agency to incur additional administrative costs, the Agency may assess service level agreement penalties against the Vendor pursuant to this section and deduct the amount of the penalties from any payments due the Vendor. Unless specified otherwise, the Agency may give written notice to the Vendor of the failure that might result in the assessment of penalties and the proposed amount of the penalties. The Vendor shall have thirty (30) calendar days from the date of the notice in which to dispute The Agency's determination.*

Reference Section	Requirement	Penalty
Full Contract	Full Contract	Failure to provide any deliverable under this procurement within the defined timeframes, unless an extension is mutually agreed upon between parties, shall result in a \$500.00 per calendar day service level agreement deduction/penalty until the satisfactory fulfillment of the deliverable.



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

State of West Virginia  
Centralized Request for Quote  
Service - Misc

<b>Proc Folder:</b> 1361033			<b>Reason for Modification:</b> ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
<b>Doc Description:</b> MANAGED CARE ENROLLMENT BROKERAGE SERVICES			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-03-06	2024-03-12 13:30	CRFQ 0511 BMS2400000003	2

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR MEDICAL SERVICES (BMS), WHICH INCLUDES THE WEST VIRGINIA MEDICAID PROGRAM AND THE WEST VIRGINIA CHILDREN'S HEALTH INSURANCE PROGRAM (WVCHIP), IS SOLICITING BIDS TO ESTABLISH A CONTRACT TO PROVIDE ENROLLMENT BROKER SERVICES FOR THE MOUNTAIN HEALTH TRUST (MHT) PROGRAM PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

**INVOICE TO****SHIP TO**

HEALTH AND HUMAN  
RESOURCES  
BUREAU FOR MEDICAL  
SERVICES  
350 CAPITOL ST, RM 251  
CHARLESTON WV  
US

HEALTH AND HUMAN  
RESOURCES  
BUREAU FOR MEDICAL  
SERVICES  
350 CAPITOL ST, RM 251  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Implementation-BMS				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Implementation Costs-BMS: Staffing, Computer (including software), Facilities, Consulting Services, and Other Costs  
Implementation: 9/3/2024 - 12/2/2024

**INVOICE TO****SHIP TO**

HEALTH AND HUMAN  
RESOURCES  
BUREAU FOR MEDICAL  
SERVICES  
350 CAPITOL ST, RM 251  
CHARLESTON WV  
US

HEALTH AND HUMAN  
RESOURCES  
BUREAU FOR MEDICAL  
SERVICES  
350 CAPITOL ST, RM 251  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Base Year One- 1-450,000 Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One-PMPM rate X 450,000 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025



INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Base Year One- 450,001 -600,000 Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One-PMPM rate X 600,000 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Base Year One- 600,001 or More Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One-PMPM rate X600,001 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Optional Renewal Year One -1-450,000 Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year One-PMPM rate X 450,000 members X 12 Months  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Optional Renewal Year One - 450,001 -600,000 Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year One-PMPM rate X 600,000 members X 12 Months  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Optional Renewal Year One - 600,001 or More Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year One-PMPM rate X 600,001 members X 12 Months  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Optional Renewal Year Two - 1-450,000 Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year Two-PMPM rate X 450,000 members X 12 Months  
Dates of service 9/03/2026- 9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Optional Renewal Year Two- 450,001 -600,000 Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year Two-PMPM rate X 600,000 members X 12 Months  
Dates of service 9/03/2026- 9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Optional Renewal Year Two - 600,001 or More Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year Two-PMPM rate X 600,001 members X 12 Months  
Dates of service 9/03/2026- 9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Optional Renewal Year Three-1-450,000 Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year Three-PMPM rate X 450,000 members X 12 Months  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Optional Renewal Year Three - 450,001 -600,000 Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year Three-PMPM rate X 600,000 members X 12 Months  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Optional Renewal Year Three - 600,001 or More Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year Three-PMPM rate X 600,001 members X 12 Months  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Base Year One-Ad Hoc Hourly Rate Information Technology				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Base Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Opt. Renewal Yr 1-Ad Hoc Hourly Rate Information Technology				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/03/2024-9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Opt. Renewal Yr 2-Ad Hoc Hourly Rate Information Technology				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year Two Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Opt. Renewal Yr 3-Ad Hoc Hourly Rate Information Technology				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year Three Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Base Year One-Ad Hoc Hourly Rate Non-Information Technology				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Base Year One Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024 - 9/2/2025



INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Opt.Renew.Yr1 -Ad Hoc Hrly Rate Non- Information Technology				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year One Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Opt. Renewal Yr 2-Ad Hoc Hourly Rate Non- Information Tech				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Two Ad Hoc Hourly Rate Non-Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

INVOICE TO				SHIP TO			
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US				HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Opt. Renewal Yr 3-Ad Hoc Hourly Rate Non-Information Tech				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year Three Ad Hoc Hourly Rate Non-Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

INVOICE TO				SHIP TO			
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US				HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Implementation-WVCHIP Implementation Costs				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Implementation Costs-WVCHIP: Staffing, Computer (including software), Facilities, Consulting Services, and Other Costs  
Implementation: 9/3/2024 - 12/2/2024

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	WVCHIP: Base Year One- 1 - 20,000 Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Base Year One-PMPM rate X 20,000 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	WVCHIP: Base Year One-20,001-25,000 members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Base Year One-PMPM rate X 25,000 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	WVCHIP: Base Year One- 25,001 Or More members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Base Year One-PMPM rate X 25,001 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	WVCHIP: Optional Renewal Y1 - 1 to 20,000 Members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year One-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	WVCHIP: Optional Renewal Year One-20,001-25,000 members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year One-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	WVCHIP: Optional Renewal Year One-25,001 Or More members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year One-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	WVCHIP: Optional Renewal Year Two-1-20,000 members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	WVCHIP: Optional Renewal Year Two-20,001-25,000 members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	WVCHIP: Optional Renewal Year Two-25,001 or More members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year Two-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	WVCHIP: Optional Renewal Year Three-1-20,000 members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year Three-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	WVCHIP: Optional Renewal Year Three-20,001-25,000 members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year Three-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	WVCHIP: Optional Renewal Year Three-25,001 or More members				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year Three-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028



INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	WVCHIP: Base YR 1-Ad Hoc Hourly Rate Information Technology				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Base Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024- 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	WVCHIP: Opt. Renew. Yr 1-Ad Hoc Hourly Rate Information Tech				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	WVCHIP: Opt. Renew. Yr 2-Ad Hoc Hourly Rate Information Tech				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year Two Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	WVCHIP: Opt. Renew. Yr 3-Ad Hoc Hourly Rate Information Tech				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year Three Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	WVCHIP: Base Yr 1-Ad Hoc Hourly Rate Non- Information Tech.				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Base Year One Ad Hoc Hourly Rate Non-Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/03/2024 - 9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	WVCHIP:Opt.Renew.Yr1 -Ad Hoc Hrlly Rate Non- Information Tech				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year One Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2025-9/02/2026

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	WVCHIP:Opt.Renew.Yr2 -Ad Hoc Hrly Rate Non- Information Tech				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	WVCHIP:Opt.Renew.Yr3 -Ad Hoc Hrly Rate Non- Information Tech				

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Three Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2024-02-14

**SOLICITATION NUMBER: CRFQ BMS2400000003**

**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

1. To provide answers to vendor questions

No other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

QMA LDC Enrollment Broker Questions		
Spec Ref	Question	Answer
1	General	12 month average calls received per month is 1,946
2	General	December data: welcome letters: 6,572 Reminder Notice: 4,185
3	General	December data: Outreach and Education to local Department of Human Services offices, medical members, CBO and Health Care providers, provider workshops. Community Stakeholders: FRNS, Board of Education, Community Centers, Homeless Shelters, Library (19 contacts), Health Care Providers: hospitals, clinics, behavioral health agencies, Gainwell provider workshop (100) contacts
4	General	1 Managing Director, 1 Finance Manager, 1 Project Director, 1 Outreach and call Operations Manager, 3 FTE Outreach Specialist, 5 FTE Call Center Operation Representatives
5	General	Monthly average 1,052
6	General	Monthly average: mail 1,052, Phone enrollment 871, website enrollment 618, HB assignment 324
7	General	No
8	3.1.4	There is not a single Shared Services Platform. This refers to any system, website, etc... the Agency utilizes to conduct business.
9	3.1.4	The responsibilities are detailed in section 3.1.4. To clarify the Shared Services Platform, this refers to any system, website, etc... the Agency utilizes to conduct business.
10	4.1.35	No
11	4.1.35	The SDOH assessment is to be completed by phone.
12	4.1.35	Approximately 10 questions.
13	4.1.35	N/A
14	Instructions #15	Correct, it does not apply.
15	General Terms and Conditions	Exceptions to terms and conditions should be noted in vendors response. The state makes no guarantee that any exception will be approved.
16	General Terms and Conditions	Exceptions to terms and conditions should be noted in vendors response. The state makes no guarantee that any exception will be approved.

Q&A LOG Enrollment Broker Questions		
Spec Ref	Question	Answer
17	General Terms and Conditions	Is the General Terms and Conditions signature page to be signed and submitted with the Vendor's RFQ response?
18	3.1	This section states that documentation to demonstrate qualifications and experience of proposed key staff should be provided with the bid response. Given the evaluation is based solely on the lowest cost submission, please clarify how qualifications and experience documentation will be evaluated against the RFQ's minimum qualification requirements for each key staff position?
19	3.1.5	Could the State provide detail on the responsibilities of the SDOH manager as the scope of work in this RFQ does not touch on the specifics of the role?
20	3.2	Please confirm that this minimum qualification experience must be as the designated enrollment broker for a state Medicaid program, as defined by the United States Code of Federal Regulations, 42 CFR 438.610
21	4.1	A number of deliverables are required to be submitted within 15 calendar days of contract award. To allow Vendors sufficient time to work on these deliverables, could the State provide its anticipated contract award date?
22	4.1.59	Please confirm that if a Vendor exceeds the allowable 5% variance in pricing tiers that the bid would be considered non-compliant.
23	5.6	Would the state consider removing ad hoc hours from consideration when evaluating cost proposals? While the state has historically used ad hoc hourly rates, including them in the evaluation has the potential to incentivize unbalanced pricing responses that are not reflective of the true needs of the program. A common alternative is to evaluate hourly rates for reasonableness rather than use a mathematical calculation.
24	RFQ Specifications	Is the State willing to cap the SLA deduction/penalty at an agreed upon percentage of the monthly invoices, and/or an aggregate cap? For example, capping deductions at 20% of monthly invoice amount, and capped in aggregate at 30% of the total contract value?
25	Exhibit A	Are Vendors to add their pricing for Line Items 1 through 42 to the CRFQ form and upload the completed document to wvOASIS, or are Vendors to only input their pricing for each Line Item in the fields in the "Group 1 Default Commodity Group" section of the Solicitation Response page in wvOASIS, or both?
26	Exhibit A	Will the State allow Vendors to include a cost narrative to accompany the line item pricing?
27	Exhibit A	What are the actual numbers of ad-hoc hours expected to be used in each year of the contract?
28	HIPAA BAA	Are Vendors to sign and submit the HIPAA Business Associate Addendum Form with their RFQ response?
29	Attachment 1	Are Vendors to sign and submit the Federal Funds Addendum with their RFQ response?
30		I recognize that I may be a couple hours past the question submission deadline, but I just saw this RFP today. I was curious as to who the incumbent is, recognizing Maximus is listed as the enrollment broker for BMS on the state website, but I wasn't 100% sure if that was the case from memory.



## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE, the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

**f. Support of Individual Rights.**

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### **5. General Provisions/Ownership of PHI.**

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: Dept of Human Services

Name of Associate: Maximus US Services, Inc.

Signature: 

Signature: Ashleigh  
Galvin

Digitally signed by  
Ashleigh Galvin  
Date: 2024.09.16  
14:51:19 -05'00'


Title: Procurement Specialist Sr

Title: Ashleigh Galvin, Counsel - Contracts

Date: 9-16-24

Date: September 16, 2024

Form - WVBAA-012004  
Amended 06.26 2013

APPROVED AS TO FORM THIS 26th  
DAY OF Sept, 20 24  
  
BY Patrick Morrissey  
Attorney General



Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Maximus US Services, Inc.

Name of Agency: Dept of Human Services

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Member and provider claims and demographics

**FEDERAL FUNDS ADDENDUM**  
**2 C.F.R. §§ 200.317 – 200.327**

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

## **FEDERAL FUNDS ADDENDUM**

### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

#### **1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**13. PROCUREMENT OF RECOVERED MATERIALS**  
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: Aletha Greenh

Printed Name: Althea Greenhowe

Title: Procurement Specialist Sr

Date: 9-16-24

Vendor Name:

Ashleigh  
By: Galvin

Digitally signed by  
Ashleigh Galvin  
Date: 2024.09.16 14:50:30  
-05'00'

Printed Name: Ashleigh Galvin

Title: Counsel - Contracts

Date: September 16, 2024



EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules  
Title 148, Department of Administration  
Legislative Rule (Ser. 1)  
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

#### **5.6. Damages.**

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

#### **Credits**

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

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**End of Document**

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Government Works.

EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☐ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page



Header # 1

 List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1361033


Procurement Type: Central Master Agreement

Vendor ID: 000000162265 

Legal Name: MAXIMUS US SERVICES INC

Alias/DBA:

Total Bid: \$21,519,518.00

Response Date: 03/12/2024 

Response Time: 10:35

Responded By User ID: MAX01thSvc 

First Name: Anastasia

Last Name: Navarro

Email: rfpinfo@maximus.com

Phone: 703-251-8500

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: BMS2400000003

Published Date: 3/6/24

Close Date: 3/12/24

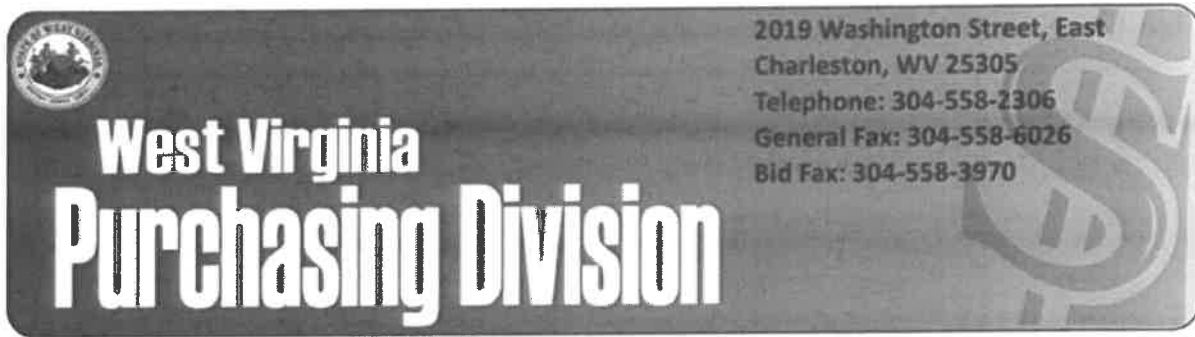
Close Time: 13:30

Status: Closed

Solicitation Description: MANAGED CARE ENROLLMENT BROKERAGE SERVICES 

Total of Header Attachments: 1

Total of All Attachments: 1



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.



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

State of West Virginia  
Solicitation Response

Proc Folder: 1361033  
Solicitation Description: MANAGED CARE ENROLLMENT BROKERAGE SERVICES  
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-03-12 13:30	SR 0511 ESR03112400000004821	1

VENDOR

000000162265  
MAXIMUS US SERVICES INC

Solicitation Number: CRFQ 0511 BMS2400000003

Total Bid: 21519518

Response Date: 2024-03-12

Response Time: 10:35:20

Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@wv.gov

Vendor  
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Implementation-BMS				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Implementation Costs-BMS: Staffing, Computer (including software), Facilities, Consulting Services, and Other Costs  
Implementation: 9/3/2024 - 12/2/2024

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Base Year One- 1-450,000 Members				1189890.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Base Year One-PMPM rate X 450,000 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Base Year One- 450,001 -600,000 Members				1507140.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Base Year One-PMPM rate X 600,000 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Base Year One- 600,001 or More Members				1431542.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Base Year One-PMPM rate X600,001 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Optional Renewal Year One -1-450,000 Members				1586520.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

Optional Renewal Year One-PMPM rate X 450,000 members X 12 Months  
Dates of service 9/03/2025-9/02/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Optional Renewal Year One - 450,001 -600,000 Members				2009520.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

Optional Renewal Year One-PMPM rate X 600,000 members X 12 Months  
Dates of service 9/03/2025-9/02/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Optional Renewal Year One - 600,001 or More Members				1908723.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

Optional Renewal Year One-PMPM rate X 600,001 members X 12 Months  
Dates of service 9/03/2025-9/02/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Optional Renewal Year Two - 1-450,000 Members				1586520.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

Optional Renewal Year Two-PMPM rate X 450,000 members X 12 Months  
Dates of service 9/03/2026- 9/02/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Optional Renewal Year Two- 450,001 -600,000 Members				2009520.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

Optional Renewal Year Two-PMPM rate X 600,000 members X 12 Months  
Dates of service 9/03/2026- 9/02/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Optional Renewal Year Two - 600,001 or More Members				1908723.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Optional Renewal Year Two-PMPM rate X 600,001 members X 12 Months  
 Dates of service 9/03/2026- 9/02/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Optional Renewal Year Three-1-450,000 Members				1586520.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Optional Renewal Year Three-PMPM rate X 450,000 members X 12 Months  
 Dates of service 9/03/2027-9/02/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Optional Renewal Year Three - 450,001 -600,000 Members				2009520.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Optional Renewal Year Three-PMPM rate X 600,000 members X 12 Months  
 Dates of service 9/03/2027-9/02/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Optional Renewal Year Three - 600,001 or More Members				1908723.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Optional Renewal Year Three-PMPM rate X 600,001 members X 12 Months  
 Dates of service 9/03/2027-9/02/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Base Year One-Ad Hoc Hourly Rate Information Technology				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Base Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024 - 9/2/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Opt. Renewal Yr 1-Ad Hoc Hourly Rate Information Technology				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

Optional Renewal Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/03/2024-9/02/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Opt. Renewal Yr 2-Ad Hoc Hourly Rate Information Technology				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

Optional Renewal Year Two Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Opt. Renewal Yr 3-Ad Hoc Hourly Rate Information Technology				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

Optional Renewal Year Three Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Base Year One-Ad Hoc Hourly Rate Non- Information Technology				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

Base Year One Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024 - 9/2/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Opt.Renew.Yr1 -Ad Hoc Hrly Rate Non-Information Technology				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Optional Renewal Year One Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2025-9/02/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Opt. Renewal Yr 2-Ad Hoc Hourly Rate Non-Information Tech				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Optional Renewal Year Two Ad Hoc Hourly Rate Non-Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Opt. Renewal Yr 3-Ad Hoc Hourly Rate Non-Information Tech				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

Optional Renewal Year Three Ad Hoc Hourly Rate Non-Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Implementation-WVCHIP Implementation Costs				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Implementation Costs-WVCHIP: Staffing, Computer (including software), Facilities, Consulting Services, and Other Costs  
Implementation: 9/3/2024 - 12/2/2024

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	WVCHIP: Base Year One- 1 - 20,000 Members				52884.00



Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Base Year One-PMPM rate X 20,000 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	WVCHIP: Base Year One-20,001-25,000 members				62798.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Base Year One-PMPM rate X 25,000 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	WVCHIP: Base Year One- 25,001 Or More members				59650.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Base Year One-PMPM rate X 25,001 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	WVCHIP: Optional Renewal Y1 - 1 to 20,000 Members				70512.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Optional Renewal Year One-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	WVCHIP: Optional Renewal Year One-20,001-25,000 members				83730.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Optional Renewal Year One-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	WVCHIP: Optional Renewal Year One-25,001 Or More members				79533.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Optional Renewal Year One-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	WVCHIP: Optional Renewal Year Two-1-20,000 members				70512.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Optional Renewal Year Two-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	WVCHIP: Optional Renewal Year Two-20,001-25,000 members				83730.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Optional Renewal Year Two-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	WVCHIP: Optional Renewal Year Two-25,001 or More members				79533.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Optional Renewal Year Two-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	WVCHIP: Optional Renewal Year Three-1-20,000 members				70512.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

WVCHIP Optional Renewal Year Three-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	WVCHIP: Optional Renewal Year Three-20,001-25,000 members				83730.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

WVCHIP Optional Renewal Year Three-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	WVCHIP: Optional Renewal Year Three-25,001 or More members				79533.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

WVCHIP Optional Renewal Year Three-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	WVCHIP: Base YR 1-Ad Hoc Hourly Rate Information Technology				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

WVCHIP Base Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024- 9/2/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	WVCHIP: Opt. Renew. Yr 1-Ad Hoc Hourly Rate Information Tech				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:****Extended Description:**

WVCHIP Optional Renewal Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2025-9/02/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	WVCHIP: Opt. Renew. Yr 2-Ad Hoc Hourly Rate Information Tech				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Optional Renewal Year Two Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	WVCHIP: Opt. Renew. Yr 3-Ad Hoc Hourly Rate Information Tech				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Optional Renewal Year Three Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	WVCHIP: Base Yr 1-Ad Hoc Hourly Rate Non- Information Tech.				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Base Year One Ad Hoc Hourly Rate Non-Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/03/2024 - 9/02/2025

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	WVCHIP:Opt.Renew.Yr1 -Ad Hoc Hrly Rate Non- Information Tech				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Optional Renewal Year One Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2025-9/02/2026

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
41	WVCHIP:Opt.Renew.Yr2 -Ad Hoc Hrly Rate Non- Information Tech				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Optional Renewal Year Two Ad Hoc Hourly Rate Non- Information Technology  
 Estimated 5000 hours X hourly rate  
 Dates of service 9/03/2026-9/02/2027

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
42	WVCHIP:Opt.Renew.Yr3 -Ad Hoc Hrly Rate Non- Information Tech				0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Commodity Line Comments:**

**Extended Description:**

WVCHIP Optional Renewal Year Three Ad Hoc Hourly Rate Non- Information Technology  
 Estimated 5000 hours X hourly rate  
 Dates of service 9/03/2027-9/02/2028



**maximus**

**QUOTE TO PROVIDE:**

# **Managed Care Enrollment Brokerage Services**

**PREPARED FOR:**

**West Virginia Department of Human Services  
Bureau for Medical Services  
CRFQ#: BMS2400000003**

**DUE DATE:**

**March 12, 2024 | 1:30 pm ET**



March 12, 2024

Crystal G. Hustead, Buyer  
West Virginia Department of Administration  
Division of Purchasing  
2019 Washington St., E  
Charleston, WV 25305

Subject: Response to Centralized Request for Quote (CRFQ) for Managed Care Enrollment Broker Services, CRFQ #BMS2400000003

Dear Ms. Hustead,

Maximus US Services, Inc. (Maximus) is pleased to submit our quote in response to the Department of Administration's above-referenced CRFQ. Our quote complies with CRFQ instructions, our company exceeds West Virginia's specialized experience and qualification requirements for Medicaid enrollment broker services, and we certify that we meet the Department of Human Services (WVDoHS; formerly the Department of Health and Human Resources), Bureau of Medical Services' (BMS') specifications for the Mountain Health Trust (MHT) program.

Importantly, Maximus also maintains strict independence from any direct or indirect financial or contractual relationship with organizations that offer medical services in the State of West Virginia and throughout the United States, meeting the stringent requirements of 42 C.F.R. § 438.810 (b)(1).

As West Virginia's current provider of Managed Care Enrollment Broker Services, we present our competitive and best-value quote to West Virginia. As allowed by the CRFQ, as well as the State's Attachment A of Addendum 1, Response to Vendor Questions, we also present the following:

- Documentation demonstrating that Maximus and our proposed key staff in *Section 3.0: Qualifications* exceed those specified in the CRFQ.
- Our request to negotiate several terms in *Section 5.0: Exceptions and Clarifications*. We also provide assumptions and clarifications in this section.

Since 2015, enrollees and potential enrollees have experienced a conflict-free, person-centered customer service experience that offers education and choice counseling focused on their unique needs. We are proud to serve as the first contact for West Virginia's residents seeking information and support on a variety of issues, including Medicaid and Children's Health Insurance Program eligibility, covered services, health risk assessments, and primary care provider selection. We are equally proud to play an important role in West Virginia's human services programs as a partner to BMS. We appreciate the opportunity to advance our

partnership and continue the work we have done to improve access to affordable healthcare and, ultimately, the health outcomes of West Virginia's residents. Our solution brings a low-risk transition to the next contract term with the requisite tools, established processes, and experienced staff already in place.

We look forward to continuing our collaboration with the BMS and the MHT program. Should you have any questions about our quote, please contact:

Beth Saalman, Sr. Proposal Manager  
1600 Tysons Blvd, Suite 1400, McLean, VA 22102  
Tel: 941.374.3573  
Email: USProposals@maximus.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle A. Gregory'.

Kyle A. Gregory  
Counsel - Contracts





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## 1.0 Centralized Request for Quote (CRFQ) Form



## **1.0 CENTRALIZED REQUEST FOR QUOTE FORM**

Instructions #14: Unit Price

Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

Exhibit "A" Instructions for Pricing

Maximus US Services, Inc. (Maximus) provides our completed and signed Centralized Request for Quote (CRFQ) form on the following pages. All unit prices are provided in compliance with the CRFQ's Exhibit A, Instructions for Pricing.



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

State of West Virginia  
Centralized Request for Quote  
Service - Misc

**Proc Folder:** 1361033

**Doc Description:** MANAGED CARE ENROLLMENT BROKERAGE SERVICES

**Reason for Modification:**

**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-07	2024-03-12 13:30	CRFQ 0511 BMS2400000003	1

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Maximus US Services, Inc.

**Address :** 1600 Tysons Blvd., Suite 1400

**Street :**

**City :** McLean

**State :** VA

**Country :** U.S.

**Zip :** 22102

**Principal Contact :** Rosemary Ajoku, MHP CHIE, Managing Director

**Vendor Contact Phone:** 412.760.0442

**Extension:** N/A

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@wv.gov

Digitally signed by  
Kyle A. Gregory  
Date: 2024.03.11  
10:42:16 -04'00'

**Vendor**

**Signature X** Kyle A. Gregory, Counsel - Contracts **FEIN#** 26-0307682

**DATE** March 12, 2024

**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR MEDICAL SERVICES (BMS), WHICH INCLUDES THE WEST VIRGINIA MEDICAID PROGRAM AND THE WEST VIRGINIA CHILDREN'S HEALTH INSURANCE PROGRAM (WVCHIP), IS SOLICITING BIDS TO ESTABLISH A CONTRACT TO PROVIDE ENROLLMENT BROKER SERVICES FOR THE MOUNTAIN HEALTH TRUST (MHT) PROGRAM PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Implementation-BMS			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Implementation Costs-BMS: Staffing, Computer (including software), Facilities, Consulting Services, and Other Costs  
Implementation: 9/3/2024 - 12/2/2024

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Base Year One- 1-450,000 Members			\$0.2938	\$1,189,890

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One-PMPM rate X 450,000 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Base Year One- 450,001 -600,000 Members			\$0.2791	\$1,507,140

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One-PMPM rate X 600,000 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Base Year One- 600,001 or More Members			\$0.2651	\$1,431,542

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One-PMPM rate X600,001 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Optional Renewal Year One -1-450,000 Members			\$0.2938	\$1,586,520

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year One-PMPM rate X 450,000 members X 12 Months  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Optional Renewal Year One - 450,001 -600,000 Members			\$0.2791	\$2,009,520

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year One-PMPM rate X 600,000 members X 12 Months  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Optional Renewal Year One - 600,001 or More Members			\$0.2651	\$1,908,723

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year One-PMPM rate X 600,001 members X 12 Months  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Optional Renewal Year Two - 1-450,000 Members			\$0.2938	\$1,586,520

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Two-PMPM rate X 450,000 members X 12 Months  
Dates of service 9/03/2026- 9/02/2027



INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Optional Renewal Year Two- 450,001 -600,000 Members			\$0.2791	\$2,009,520

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Two-PMPM rate X 600,000 members X 12 Months  
Dates of service 9/03/2026- 9/02/2027

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Optional Renewal Year Two - 600,001 or More Members			\$0.2651	\$1,908,723

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Two-PMPM rate X 600,001 members X 12 Months  
Dates of service 9/03/2026- 9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Optional Renewal Year Three-1-450,000 Members			\$0.2938	\$1,586,520

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Three-PMPM rate X 450,000 members X 12 Months  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Optional Renewal Year Three - 450,001 -600,000 Members			\$0.2791	\$2,009,520

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Three-PMPM rate X 600,000 members X 12 Months  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Optional Renewal Year Three - 600,001 or More Members			\$0.2651	\$1,908,723

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Three-PMPM rate X 600,001 members X 12 Months  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Base Year One-Ad Hoc Hourly Rate Information Technology			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Opt. Renewal Yr 1-Ad Hoc Hourly Rate Information Technology			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/03/2024-9/02/2025

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Opt. Renewal Yr 2-Ad Hoc Hourly Rate Information Technology			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Two Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Opt. Renewal Yr 3-Ad Hoc Hourly Rate Information Technology			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Three Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Base Year One-Ad Hoc Hourly Rate Non-Information Technology			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Opt.Renew.Yr1 -Ad Hoc Hrly Rate Non-Information Technology			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year One Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Opt. Renewal Yr 2-Ad Hoc Hourly Rate Non-Information Tech			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Two Ad Hoc Hourly Rate Non-Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Opt. Renewal Yr 3-Ad Hoc Hourly Rate Non- Information Tech			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Three Ad Hoc Hourly Rate Non-Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Implementation-WVCHIP Implementation Costs			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Implementation Costs-WVCHIP: Staffing, Computer (including software), Facilities, Consulting Services, and Other Costs  
Implementation: 9/3/2024 - 12/2/2024

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	WVCHIP: Base Year One- 1 - 20,000 Members			\$0.2938	\$52,884

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Base Year One-PMPM rate X 20,000 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	WVCHIP: Base Year One-20,001-25,000 members			\$0.2791	\$62,798

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Base Year One-PMPM rate X 25,000 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025



INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	WVCHIP: Base Year One- 25,001 Or More members			\$0.2651	\$59,650

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Base Year One-PMPM rate X 25,001 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	WVCHIP: Optional Renewal Y1 - 1 to 20,000 Members			\$0.2938	\$70,512

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year One-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	WVCHIP: Optional Renewal Year One-20,001-25,000 members			\$0.2791	\$83,730

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year One-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	WVCHIP: Optional Renewal Year One-25,001 Or More members			\$0.2651	\$79,533

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year One-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	WVCHIP: Optional Renewal Year Two-1-20,000 members			\$0.2938	\$70,512

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	WVCHIP: Optional Renewal Year Two-20,001-25,000 members			\$0.2791	\$83,730

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	WVCHIP: Optional Renewal Year Two-25,001 or More members			\$0.2651	\$79,533

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	WVCHIP: Optional Renewal Year Three-1-20,000 members			\$0.2938	\$70,512

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Three-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	WVCHIP: Optional Renewal Year Three-20,001-25,000 members			\$0.2791	\$83,730

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Three-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	WVCHIP: Optional Renewal Year Three-25,001 or More members			\$0.2651	\$79,533

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Three-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	WVCHIP: Base YR 1-Ad Hoc Hourly Rate Information Technology			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Base Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024- 9/2/2025

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	WVCHIP: Opt. Renew. Yr 1-Ad Hoc Hourly Rate Information Tech			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	WVCHIP: Opt. Renew. Yr 2-Ad Hoc Hourly Rate Information Tech			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	WVCHIP: Opt. Renew. Yr 3-Ad Hoc Hourly Rate Information Tech			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Three Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	WVCHIP: Base Yr 1-Ad Hoc Hourly Rate Non-Information Tech.			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Base Year One Ad Hoc Hourly Rate Non-Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/03/2024 - 9/02/2025

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	WVCHIP:Opt.Renew.Yr1 -Ad Hoc Hrly Rate Non- Information Tech			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year One Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2025-9/02/2026



INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	WVCHIP:Opt.Renew.Yr2 -Ad Hoc Hrly Rate Non- Information Tech			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	WVCHIP:Opt.Renew.Yr3 -Ad Hoc Hrly Rate Non- Information Tech			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Three Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2024-02-14

	Document Phase	Document Description	Page 23
BMS2400000003	Final	MANAGED CARE ENROLLMENT BROKERAGE SERVICES	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 2.0 Addendum Acknowledgement Form



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: BMS2400000003**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

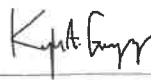
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Maximus US Services, Inc.

Company



Digitally signed by Kyle A.  
Gregory

Date: 2024.03.08 20:19:30 -05'00'

Authorized Signature

March 12, 2024

Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

### 3.0 Qualifications



## 3.0 QUALIFICATIONS

### Specifications 3.0: Qualifications

Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, must have the following minimum qualifications:

Maximus partners with the West Virginia Department of Human Services (WVDoHS; formerly the Department of Health and Human Resources, DHHR) Bureau for Medical Services (BMS, or "the Agency") daily to provide high-quality services through the West Virginia Managed Care Enrollment Broker Services project (the Project). Together, we understand the Agency's needs and are poised to continue supporting Project operations, delivering member-focused services, and supporting future program evolutions.

At the heart of our solution is our dedicated project leadership team that, when combined, brings more than 50 years of West Virginia, WVDoHS, managed care, and Medicaid expertise. Our team's cumulative history encompasses our nationwide and West Virginia-specific enrollment broker experience and in-depth quality oversight and management.



### West Virginia Enrollment Broker Project Client Satisfaction Numbers

To measure client satisfaction with our services, we use the Net Promoter Score® (NPS) metric. The Agency has evaluated their satisfaction with the Maximus West Virginia Project Team (Project Team) over the last four years:

- 2020: NPS 10/10
- 2021: NPS 10/10
- 2022: NPS 10/10
- 2023: NPS 9/10

In the new contract period, the Agency will continue to benefit from the high-quality customer service and best practices Maximus brings from operating this project.



EXCEEDS

We **exceed** the minimum vendor qualifications and will continue to staff the Project with individuals who meet and exceed the minimum staff qualification requirements in Centralized Request for Quotation (CRFQ) Section 3.0: Qualifications.

## 3.1 West Virginia Project Team

### Specifications 3.1

The Vendor must agree to secure and retain professional staff assigned to the West Virginia contract to meet contract requirements. The Vendor's response must provide personnel comprised of staff dedicated full-time to the MHT program. At a minimum, the Vendor must provide the following key staff:

(Note: Documentation to demonstrate qualifications and experience should be provided with bid response but must be provided within three (3) business days of request.)

Maximus will continue to secure and retain professional staff for the Project to meet contract requirements. The Project Team will include staff who are dedicated full-time to the Mountain Health Trust (MHT) program. Our leadership team, supported by our skilled key staff, offers consistency and stability — something no other contractor can provide. In the following subsections, we detail the qualifications and experience of the Project Team. Resumes for the Project Team can be found in *Section 3.1.2: Resumes*.

The stability, flexibility, and successful performance of the Project begins with the organizational structure we use to support its ongoing operations — a structure that includes continued

oversight from trusted project leaders. Our Project organizational structure is shown in *Exhibit 3.1-1: Maximus West Virginia Enrollment Broker Project Organization*. Our key staff will be 100% dedicated to the Project.



**Exhibit 3.1-1: Maximus West Virginia Enrollment Broker Project Organization.** *The Agency will experience an easy transition to the new contract through your dedicated relationships with our established key leaders, with no requirement to establish new communication and activity processes.*

The Agency will benefit from:

- Our West Virginia-based customer service staff and key staff who already are invested in, dedicated to, and passionate about delivering exceptional customer service and supporting the continued success of the Project
- A full team of knowledgeable staff already in place, which reduces the risk of disrupting services for West Virginians as we enter the new contract period
- Corporate experts and resources to support our Project leadership as needed to achieve contract service level agreements (SLAs) and support the Agency's goal of making healthcare accessible for West Virginia's vulnerable populations

Our **Executive Oversight and Leadership Team** includes **Rosemary Ajoku** and **Jennifer Haas**. Rosemary has provided executive oversight of the Project for three years. Her broad approach to analysis and problem solving helps the Project Team translate industry best practices and apply them to West Virginia's Medicaid population. She also regularly meets with other enrollment broker leaders to share knowledge and experiences from enrollment broker projects across the country.



**Rosemary Ajoku,  
Managing Director,  
Executive Oversight and  
Leadership**

Rosemary has **30 years of experience in healthcare and Medicaid operations** including program experience in enrollment, eligibility, and call center operations.

In her tenure at Maximus, Jennifer has overseen six eligibility and enrollment broker projects and served on the executive management team of one of our largest enrollment broker projects, Texas Enrollment Broker. From this experience, the best practices and skills Jennifer bring to the Project include strategy setting, team mentorship, and the ability to connect across Maximus for additional enrollment broker expertise.



**Jennifer Haas, Senior  
Managing Director,  
Executive Oversight and  
Leadership**

Jennifer started with Maximus in 2000 and has over **20 years of experience in health and human services, with specific expertise in Medicaid enrollment, eligibility, and provider credentialing.**

### 3.1.1 Key Staff Availability

#### Specifications 3.1.1

All Key staff must be available Mon-Fri (8:30 AM-4:30 PM), excluding State holidays, which can be found at: <https://personnel.wv.gov/employees/benefits/pages/holidays.aspx>.

In addition, all key staff must be available to meet on-site with the Agency within five (5) business days of request, unless requested earlier by the Agency.

Key staff will be available during the project operational hours from Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding state holidays. Our key staff will be available to meet on-site within five days or sooner at the request of the Agency. Having local staff means that we can respond quickly to on-site needs, problems, or emergencies that arise. For example, even when the Project transitioned to a work-from-home model during the COVID-19 Public Health Emergency (PHE), our key staff were available for meetings with the Agency at short notice.

Across our West Virginia contracts, past and present, we recruit locally and maintain teams that represent the communities we serve. In this new contract, we will continue to bring a local team to the Project. The Maximus customer service staff, financial manager, and outreach and call operations manager live in West Virginia. They bring first-hand knowledge of the unique needs and challenges of Medicaid and West Virginia Children's Health Insurance Program (WVCHIP) participants.

### 3.1.2 Project Director

#### Specifications 3.1.2: Project Director

The Vendor must have (1) full-time Project Director during the term of this contract. The Project Director must serve as the key accountable lead and the primary point of contract for all program activities. This key staff member must have the authority to manage all key staff identified in this contract, and make decisions, be responsible for directing operations throughout the life of the contract and attend all requested meetings as request by the Agency. The Project Director must meet the following qualifications and experience:

- 3.1.2.1. Have a minimum of three (3) years of experience with managed enrollment and Medicaid programs.
- 3.1.2.2. Have a minimum of three (3) years of experience managed projects of similar size and scope.
- 3.1.2.3. Provide executive direction for completion of required deliverables.
- 3.1.2.4. Have authority to make decisions and be responsible for directing operations throughout the term of the contract.
- 3.1.2.5. Have authority for staffing and operations decisions, with the Agency' approval.
- 3.1.2.6. Ensures the Project Team staff fulfill the following:
  - 3.1.2.6.1. Provide regular status reports to the Project Director and the Agency or its designee.
  - 3.1.2.6.2. Report any issues causing delays and/or problems on the project.



3.1.2.6.3. Resolve issues reported by the Agency with the timeframe designated by the Agency at the time that the issue is reported.

3.1.2.6.4. Escalate critical issues to the Agency for resolution within one (1) business day from the notification of the issue.



EXCEEDS

Our Project Director, Erica Gilbert, exceeds the qualification and experience requirements in the CRFQ.

Erica joined the Project Team in 2024 as project director. She has 20 years of experience leading large and diverse project teams, including 9 years of experience managing complex enrollment and Medicaid projects. Her experience also includes developing and managing a team for the New Hampshire Department of Health and Human Services Division during the COVID-19 PHE.

Since joining the Project Team, Erica has used her expertise in directing cross-functional teams and strategic planning to maintain an environment of continuous improvement in Project performance for West Virginia.

Erica has also made it her priority to foster trust from the Project Team and the Agency and connect with the populations she serves. She communicates with the call operations and outreach manager daily as well as attends monthly call center meetings. She meets with the Outreach team to understand their processes and daily routines for reaching out to and working with community-based organizations (CBOs), managed care organizations (MCOs), and the Agency. She also reviews metrics with the team.

She will make weeklong trips to Charleston at least quarterly to meet in person with her team, review successes and challenges, and review processes for possible efficiencies. She will also meet with the Agency regularly during this time and at the Agency's request to review overall project performance.

As the full-time primary point of contact for program activities, Erica is accountable and responsible for managing key staff, making program decisions, and directing operations throughout the contract term. She will also attend meetings requested by the Agency.

*Exhibit 3.1.2-1: Project Director Qualifications and Responsibilities Requirements* demonstrates how Erica meets and exceeds the minimum requirements set forth in the CRFQ. Erica has the experience and capability to provide strategic direction, engage internal and external project



**Erica Gilbert, Project Director**

- 26+ years' experience with Medicaid programs
- 20 years' experience managing large diverse teams
- 20 years' experience leading call center staff within a healthcare setting specializing in home health, eligibility, benefit verification, provider services, and specialty pharmacy operations
- 9 years' experience overseeing projects similar in size and scope to the Project

“

I like the idea of **making a difference** in the quality of life for the community I am serving.

*-Erica Gilbert, Project Director, West Virginia Managed Care Enrollment Broker Services*

”

stakeholders, and motivate project teams. This means the Agency and West Virginians will continue to experience the highest level of Medicaid enrollment service.

**Exhibit 3.1.2-1: Project Director Qualifications and Responsibilities Requirements.**

RFQ Minimum Qualification Requirements	Relevant Experience and Number of Years	Meets Requirements	Exceeds Requirements
Have a minimum of three (3) years of experience with managed enrollment and Medicaid programs	<ul style="list-style-type: none"> <li>20+ years' experience with managed care across multiple workstreams, including eligibility, benefits verification, and billing</li> </ul>		✓
Have a minimum of three (3) years of experience managed projects of similar size and scope	<ul style="list-style-type: none"> <li>9 years managing a team encompassing 200 leaders, supervisors, subject matter experts, and specialists</li> </ul>		✓
Provide executive direction for completion of required deliverables	<ul style="list-style-type: none"> <li>18+ years providing oversight and direction for completion of deliverables across teams and programs</li> </ul>		✓
Have authority to make decisions and be responsible for directing operations throughout the term of the contract	<ul style="list-style-type: none"> <li>10 years in a position of authority responsible for operations, including for the Project</li> </ul>		✓
Have authority for staffing and operations decisions, with the Agency's approval	<ul style="list-style-type: none"> <li>Makes decisions about staffing as well as direct overall project operations under the Agency's approval</li> </ul>	✓	
Ensures the Project Team staff fulfill the following: <ul style="list-style-type: none"> <li>Provide regular status reports to the Project Director and the Agency or its designee</li> </ul>	<ul style="list-style-type: none"> <li>Provides project reports to the Agency by the 15th of each month</li> <li>Gathers additional input from call center and outreach manager, financial manager, and managing director during 1st week of the month</li> <li>Follows up on report deliverables with project team</li> </ul>	✓	
<ul style="list-style-type: none"> <li>Report any issues causing delays and/or problems on the project</li> </ul>	<ul style="list-style-type: none"> <li>Has 20 years of experience managing large diverse teams including managers, supervisors, and specialists; fostering collaboration; and maintaining operational efficiency across key departments</li> <li>Reaches out to the Agency to offer a synopsis of project performance, advise on critical issues, and provide guidance on planned resolution and resolution timeframe</li> </ul>		✓
<ul style="list-style-type: none"> <li>Resolve issues reported by the Agency with the timeframe designated by the Agency at the time that the issue is reported</li> </ul>	<ul style="list-style-type: none"> <li>Works with operations team to resolve issues reported by the Agency at the time the issue is reported</li> </ul>	✓	
<ul style="list-style-type: none"> <li>Escalate critical issues to the Agency for resolution within one (1) business day from the notification of the issue</li> </ul>	<ul style="list-style-type: none"> <li>Escalates critical issues to the Agency for resolution within one business day</li> </ul>	✓	

### 3.1.3 Outreach and Call Operations Manager

#### Specifications 3.1.3: Outreach and Call Operations Manager

The Outreach and Call Operations Manager will be responsible for managing the Vendor's call center, and therefore, must have a bachelor's degree or equivalent combination of education, technical training or work experience considered in lieu of degree. This person must have a minimum of three (3) years of management experience or 5 years of related experience.

The Outreach and Call Operations Manager must have three (3) years of experience in developing and implementing comprehensive communications plans and outreach materials with Medicaid populations, including the use of websites as well as electronic and social media. The Outreach and Call Operations Manager must have a minimum of three (3) years of experience with enrollment and reporting operations management. This person will also be the liaison with the contracted MCOs to obtain required information to help enrollees make informed MCO selections. This person will be responsible for monitoring and oversight, including development and review of reports to identify trends and concerns that need to be addressed. This person must be capable of working as a team member as well as independently demonstrating the ability to manage a large Call Center for a health care related or Medicaid program.

As the Outreach and Call Operations Manager, Veronica James exceeds the qualification and experience requirements in the CRFQ.



**EXCEEDS**

Veronica has worked with WVDohS, managed care eligibility and enrollment programs, and West Virginians for 25 years. Of those 25

years, more than 23 were spent managing teams in the managed care, healthcare, and medical insurance fields. She has supported operations teams to deliver staff optimization, adherence to business processes, and compliance with key performance requirements.

Having worked on the Project since 2015, Veronica has seen the program evolve and brings historical knowledge that will shape the future of the Project. Her knowledge benefits customers by providing a consistent and knowledgeable source of accurate information for customer service representatives (CSRs), MCOs, and the Agency. Veronica has an intimate understanding of the West Virginia communities served by the Project and maintains relationships within the community, MCOs, CBOs, and other state agencies and contractors.

Veronica's connections to CBOs and MCOs are especially unparalleled. She will continue to network and coordinate with local WVDohS offices, social services offices, CBOs, and MCOs to display and distribute outreach resources. She will also work with them to schedule discussions, personal meetings, and presentations.

Our team is already preparing for the onboarding of a new MCO, and Veronica's experience with MCOs as well as member education and outreach will be instrumental in supporting the onboarding of the new MCO in 2024. Her team will be making sure members will be notified of the new MCO. An essential part of this onboarding process includes updating materials, the website, and CSR scripts. Veronica will continue assisting members and enrollees by



**Veronica James, Outreach and Call Operations Manager**

■ 25 years supporting WVDohS programs

- 23 years providing call center support to MHT
- 9 years as call operations manager for the Project
- 7 years as outreach manager for the Project
- 3+ years managing CSRs who conduct Social Determinants of Health (SDOH) assessments during the enrollment process

coordinating education and outreach materials as well as updating training materials for call center staff to assist with MCO selections.

Furthermore, Veronica has been analyzing and reporting call center and managed care plan enrollment data for almost 20 years, including call volume trends and CSR key performance metrics. She will continue to develop and review reports required for the operation of the Project call center and outreach operations. She works across the Operations team to use reporting, compliance, training, workforce management, and operations analysis information to enhance the customer experience and continually meet or exceed SLAs. Her dedication results in accurate and on-time enrollments and outstanding member satisfaction.

*Exhibit 3.1.3-1: Outreach and Call Operations Manager Requirements and Qualifications* demonstrates how Veronica's in-depth project experience meets and exceeds the requirements set forth in the CRFQ for this position. She understands where the Project has been and where it is going and works hard to instill a culture of service excellence throughout the organization.

**Exhibit 3.1.3-1: Outreach and Call Operations Manager Requirements and Qualifications.**

RFQ Key Staff Minimum Qualification Requirements	Relevant Experience and Number of Years	Meets Requirements	Exceeds Requirements
Bachelor's degree or equivalent combination of education, technical training or work experience considered in lieu of degree	<ul style="list-style-type: none"> <li>25 years' work experience and technical training</li> </ul>		✓
Minimum of three years of management experience or five years of related experience	<ul style="list-style-type: none"> <li>9 years of call center management for the Project</li> <li>7 years of outreach management for the Project</li> <li>Leads operations for the Project and provides operational excellence gleaned from her experience in call centers and business process organizations, delivering high quality and customer satisfaction</li> </ul>		✓
Three years of experience in developing and implementing comprehensive communications plans and outreach materials with Medicaid populations, including the use of websites as well as electronic and social media	<ul style="list-style-type: none"> <li>7 years developing and managing communications, education, and outreach plans and materials for West Virginia Medicaid populations</li> <li>16 years of experience developing training curricula</li> <li>Experience delivering staff training</li> <li>Experience initiating employee development and mentorship programs</li> </ul>		✓
Minimum of three years of experience with enrollment and reporting operations management.	<ul style="list-style-type: none"> <li>18 years of experience as part of key leadership team including call center, management, and operations experience</li> </ul>		✓

RFQ Key Staff Responsibility Requirements	Relevant Experience and Number of Years	Meets Requirements	Exceeds Requirements
Capability to work as a team member as well as independently demonstrate the ability to manage a large call center for a health care related or Medicaid program.	<ul style="list-style-type: none"> <li>10 years' experience as a team member supporting the day-to-day data coding, research, trending, and process improvement</li> <li>Nearly 10 years' experience managing the West Virginia Enrollment Broker Services' call center</li> </ul>		✓

RFQ Key Staff Responsibility Requirements	Relevant Experience and Number of Years	Meets Requirements	Exceeds Requirements
	<ul style="list-style-type: none"> <li>Manages operational aspects of the West Virginia Enrollment Broker Services call center</li> </ul>		
Liaise with the contracted MCOs to obtain required information to help enrollees make informed MCO selections	<ul style="list-style-type: none"> <li>25+ years' experience working with West Virginia MCOs</li> <li>Almost three decades working in the state's healthcare delivery programs, especially Medicaid</li> <li>History of fostering positive relationships with the Agency, community, and plan stakeholders</li> <li>Unmatched understanding of and empathy with members from different populations and backgrounds</li> </ul>		✓
Responsible for monitoring and oversight, including development and review of reports to identify trends and concerns that need to be addressed	<ul style="list-style-type: none"> <li>Experience monitoring performance metrics to improve efficiency and provide superior customer service to clients</li> </ul>	✓	

### 3.1.4 Financial Manager

#### Specifications 3.1.4: Financial Manager

The Financial Manager will be responsible for managing all financial aspects of the contract, and therefore, must have a bachelor's degree and a minimum of 5 years' experience demonstrating the ability to manage all financial aspects of the contract.

Essential duties for this position include but are not limited to: Prepare financial budgeting, forecasting and all required financial reporting on a monthly, quarterly, and annual basis. Develop and maintain monthly financial dashboard for Executive Management. Ensure effectiveness of accuracy and timeliness of forecasting, reporting, accruals, and other financial related processes and systems on a weekly and monthly basis.

Provide direct financial leadership and support for assessing service allocation rates, composition of cost pools and for new allocations.

Work with Group and project finance teams to develop, administer, and implement process improvements, methodologies, and cost allocation expectations for utilizing the Shared Services Platform.

Our Financial Manager, Mark Steele, exceeds the qualification and experience requirements in the CRFQ.



**EXCEEDS**

Mark has an unmatched depth of understanding of West Virginia's managed care and human services programs. His experience includes being the Project's financial manager since 2015 and the chief financial officer of WVDHS' Bureau for Families and Children prior to joining Maximus. This combined experience gives him the insight to anticipate and support project changes, which helps keep the Project on track.

As financial manager, he assesses resource allocation and identifies opportunities for improvement. He then works with the project director to implement identified improvements and



**Mark Steele, Financial Manager**

- 24+ years in accounting
- 13 years managing finances for WVDHS programs
- Nearly 9 years' experience as financial manager for the Project

track and report on their impact on the project. For example, at the beginning of the COVID-19 PHE, Mark helped transition our staff to a work-from-home model. He quickly assessed staffing and call centers across multiple projects, including West Virginia. He was able to get our Charleston project staff operational without compromising program performance. In addition, Mark was able to help prepare the team when call volumes began to spike during the COVID-19 PHE.

*Exhibit 3.1.4-1: Financial Manager Requirements and Qualifications* outlines Mark's experience including serving as the Project's current financial manager and previous engagement with the state's WVDohS, and how he exceeds the CRFQ requirements. Every day, Mark demonstrates financial acumen and understanding of state and federal healthcare policies and landscape and applies them to the Project with precision and insight.

**Exhibit 3.1.4-1: Financial Manager Requirements and Qualifications.**

RFQ Key Staff Minimum Qualification Requirement	Relevant Experience and Number of Years	Meets Requirement	Exceeds Requirement
Bachelor's degree and a minimum of five years' experience demonstrating the ability to manage all financial aspects of the contract	<ul style="list-style-type: none"> <li>■ Bachelor's degree</li> <li>■ Nearly 9 years' experience as Maximus' financial manager for the West Virginia Enrollment Broker Services project</li> </ul>		✓

RFQ Key Staff Responsibility Requirements	Relevant Experience and Number of Years	Meets Requirements	Exceeds Requirements
Prepare financial budgeting, forecasting and all required financial reporting on a monthly, quarterly, and annual basis	<ul style="list-style-type: none"> <li>■ 14+ years of financial management experience, almost 9 of which have been with the West Virginia Enrollment Broker Services project, including the preparation of financial budgeting, forecasting, and required financial reporting on a monthly, quarterly, and annual basis</li> <li>■ Served as Maximus' financial manager for the West Virginia In-person Assister Services and Oversight project</li> <li>■ Provided financial management and oversight of a WVDohS agency budget of \$530 million</li> <li>■ Experience administering public healthcare programs</li> <li>■ Expert in state and federal financial reporting and audit requirements</li> </ul>		✓
Provide direct financial leadership and support for assessing service allocation rates, composition of cost pools and for new allocations	<ul style="list-style-type: none"> <li>■ Nearly 9 years' experience in financial leadership in the West Virginia Enrollment Services project</li> <li>■ 7 years' experience in direct financial management and oversight of a WVDohS agency budget of \$530 million</li> <li>■ Experience administering managed care including Medicare and Medicaid programs</li> <li>■ Expert in West Virginia state and federal financial reporting and audit requirements with 17+ years' experience</li> </ul>		✓

RFQ Key Staff Responsibility Requirements	Relevant Experience and Number of Years	Meets Requirements	Exceeds Requirements
Develop and maintain monthly financial dashboard for Executive Management	<ul style="list-style-type: none"> <li>Develops monthly financial reports including Per Member Per Month reports and accruals and delivers to executive management</li> </ul>	✓	
Ensure effectiveness of accuracy and timeliness of forecasting, reporting, accruals, and other financial related processes and systems on a weekly and monthly basis	<ul style="list-style-type: none"> <li>Reviews financial reporting data processes weekly and monthly, and updates executive management on the necessity of process improvements</li> </ul>	✓	
Work with Group and project finance teams to develop, administer, and implement process improvements, methodologies, and cost allocation expectations for utilizing the Shared Services Platform	<ul style="list-style-type: none"> <li>Collaborates with project teams and corporate services teams across internal shared services platform</li> </ul>	✓	

### 3.1.5 Social Determinants of Health (SDOH) Manager

#### Specifications 3.1.5: SDOH Manager

The Social Determinants of Health (SDOH) Manager will be responsible for managing all SDOH aspects of the contract, and therefore, must have a minimum of two (2) years of experience developing and managing complex project plans demonstrating the ability to manage all SDOH aspects of the contract involving organization and/or community change. The candidate must have three (3) years' experience with data management, analysis, auditing, and reporting. Two (2) years' experience with health insurance and/or government operations preferred. Essential duties for this position include but are not limited to: Establish and maintain the network of community resources that underpins the effort of addressing Medicaid member needs as well as think strategically about expanding the network to help expand the SDOH program. This position will drive the recruitment and training of community resources and develop strong relationships with those resources to drive positive outcomes for members. This role serves as a primary contact for internal and external stakeholders regarding community resource management. This position will juggle visions of multiple stakeholders including the health system, community resources, government leadership, and local program management while focusing on ensuring success of the SDOH program.

Veronica James, our Outreach and Call Operations Manager, will be responsible for managing the Social Determinants of Health (SDOH) aspects of the contract as a component of her outreach responsibilities. She will lead the Project's efforts in addressing the critical factors that influence health outcomes within the communities across West Virginia. Specifically, Veronica will have responsibility of fulfilling the CRFQ's specifications for the SDOH as stated in Specifications Section 4, Mandatory Requirements, items 4.1.34 through 4.1.37:

- Conduct member assessments as part of the enrollment process to determine any social determinants of health and health risks impacting the member's healthcare and quality of life as discussed in 42 CFR § 438.208(c)(1) (<https://www.ecfr.gov/current/title-42/chapterIV/subchapter-C/part-438/subpart-D/section-438.208>)
- Obtain Agency approval of the member assessment prior to implementation
- Share the SDOH assessment data with the enrollee's MCO
- Conduct outreach and engagement to members needing SDOH assistance and inform them of community supports to help address their needs

- Provide monthly reporting updates on the SDOH program in an Agency approved template by the fifteenth (15th) of the subsequent month

Veronica will collaborate with her Call Operations and Outreach teams and with the Agency, WVDHHS, MCOs, and CBOs to develop and implement initiatives aimed at reducing health disparities and increasing access to care. Her existing connections across the state, combined with the ability to reach new community organizations and resources through our outreach team, positions Veronica to support the success of the SDOH program.

*Exhibit 3.1.5-1: SDOH Manager Requirements and Qualifications* demonstrates Veronica's ability to meet and exceed the CRFQ requirements. Furthermore, Veronica is a leader in developing partnerships and collaborations with CBOs through her seven years as the manager of the Project's Outreach team.

**Exhibit 3.1.5-1: SDOH Manager Requirements and Qualifications.**

RFQ Key Staff Minimum Requirements	Relevant Experience and Number of Years	Meets Requirements	Exceeds Requirements
A minimum of two (2) years of experience developing and managing complex project plans	<ul style="list-style-type: none"> <li>■ 7 years' experience coordinating and managing project plans for outreach and education as part of the West Virginia Enrollment Broker Services project</li> </ul>		✓
Ability to manage all SDOH aspects of the contract involving organization and/or community change	<ul style="list-style-type: none"> <li>■ Currently coordinates education and outreach with community organizations involved in meeting the needs of West Virginians</li> <li>■ Manages and oversees a team of CSRs who conduct SDOH assessments during the enrollment process</li> <li>■ Understands SDOH needs specific to West Virginia Medicaid populations</li> </ul>	✓	
Three (3) years' experience with data management, analysis, auditing, and reporting	<ul style="list-style-type: none"> <li>■ 20 years' experience analyzing and collecting data related to managed care projects</li> <li>■ 9 years' experience managing, analyzing, auditing, and reporting data for the Project</li> </ul>		✓
Two (2) years' experience with health insurance and/or government operations preferred	<ul style="list-style-type: none"> <li>■ 25 years' experience working with health insurance and government operations in West Virginia and for WVDHHS</li> </ul>		✓

RFQ Key Staff Responsibility Requirements	Relevant Experience and Number of Years	Meets Requirements	Exceeds Requirements
Establish and maintain the network of community resources that underpins the effort of addressing Medicaid member needs as well as think strategically about expanding the network to help expand the SDOH program	<ul style="list-style-type: none"> <li>■ Currently coordinates education and outreach with community organizations involved in meeting the needs of West Virginians</li> <li>■ Established and expanded networks in support of project outreach efforts</li> </ul>	✓	



RFQ Key Staff Responsibility Requirements	Relevant Experience and Number of Years	Meets Requirements	Exceeds Requirements
Drive the recruitment and training of community resources and develop strong relationships with those resources to drive positive outcomes for members	<ul style="list-style-type: none"> <li>7 years' experience developing and managing communications, education, and outreach plans and materials for West Virginia Medicaid populations</li> <li>16 years' experience developing training curricula</li> <li>Experience delivering training</li> </ul>		✓

### 3.1.6 Key Staff Resumes

#### Specifications 3.1

The Vendor must agree to secure and retain professional staff assigned to the West Virginia contract to meet contract requirements. The Vendor's response must provide personnel comprised of staff dedicated full-time to the MHT program. At a minimum, the Vendor must provide the following key staff:

(Note: Documentation to demonstrate qualifications and experience should be provided with bid response but must be provided within three (3) business days of request.)

Our key staff possess an unmatched set of project management skills and Medicaid managed care enrollment expertise. This enables Maximus to continue the smooth and effective operations of the Project for the Agency. The following personnel, whose resumes are included on the following pages, will be dedicated full time to the MHT program:

- Erica Gilbert, Project Director
- Veronica James, Outreach and Call Operations Manager
- Mark Steele, Financial Manager
- Veronica James, Social Determinants of Health Manager



## ERICA GILBERT

*Project Director*

### Summary

Erica Gilbert is a seasoned healthcare professional with more than 26 years of experience in healthcare operations and team management. Prior to joining the West Virginia Managed Care Enrollment Broker Services project, she spent nearly two decades coordinating clinical, state, and corporate partners to improve health strategies and outcomes for targeted populations. In combining her passion for managing complex healthcare projects with her expertise in directing cross-functional teams and strategic planning, she will continue to lead the Project to meet its performance targets.

### Qualifications and Skills

- Project Director of the West Virginia Enrollment Broker project since Jan. 2024
- 20+ years of experience managing large, diverse teams
- 26+ years of overall experience in the healthcare landscape
- Strong strategic planning and project management skills

### Experience

#### Maximus | West Virginia Enrollment Broker Services

##### *Project Director*

*Jan 2024 – Present*

- Manages key staff and directs the West Virginia Managed Care Enrollment Broker Services project operations and decisions
- Serves as the primary point of contact for the Project and attends meetings as requested
- Provides stakeholders with detailed data analysis reports, offering insights into enrollee needs and operational performance
- Streamlines member enrollment in Medicaid managed care enrollment programs while maintaining strict compliance through careful attention to detail
- Ensures critical issues are escalated promptly, enabling swift resolution and decision making within tight deadlines
- Manages cross-functional teams to maintain operational efficiency and promote collaboration across departments
- Facilitates daily integrated care delivery for a substantial patient population

#### Maxim Healthcare Services | New Hampshire Department of Health and Human Services

##### *Case Coordination/Management Unit Leader*

*July 2020 – Jan 2024*

- Led a team of 15 staff members, delegating tasks, resolving conflicts, and assigning the resources necessary to maintain high productivity and efficiency for the New Hampshire Department of Health and Human Services project

- Performed regular evaluations on individual staff performance and provided coaching to foster professional growth and job satisfaction
- Evaluated infectious disease program policies, procedures, and regulations to provide crucial technical and medical guidance
- Scrutinized medical records from health entities to pinpoint infectious disease cases and determined the need for further investigation
- Developed training materials and procedures to optimize workflow processes
- Conducted in-depth training for team members post new hire orientation
- Managed document organization, including scanning, to keep records updated and orderly
- Handled work schedules, payroll, and timecard management

#### **Clear Choice MD Urgent Care**

##### ***Practice Manager***

***Sept 2021 – Mar 2023***

- Supervised a team of 20+ clinical and administrative personnel in a high-traffic healthcare setting, promoting optimal workflow and superior patient service
- Carried out frequent coaching sessions, performance assessments, and conflict mediation, nurturing a unified and dedicated team
- Oversaw inventory control management, ensuring adequate stock and timely procurement of necessary supplies
- Conducted budget planning and financial analysis, optimizing resource allocation and financial health
- Managed an average daily patient load of 75, demonstrating exceptional leadership during peak periods while accommodating as many as 135 patients daily

#### **CareCentrix | Staffing Home Health Care Department**

##### ***Senior Operations Manager***

***Oct 2018 – Jan 2020***

- Managed a multifaceted team composed of leadership professionals, supervisors, subject matter experts, and associates, thereby enhancing efficiency across numerous nationwide and remote locations
- Facilitated the daily healthcare service scheduling for 1,300 patients, collaborating with various stakeholders including health plans, hospitals, and home healthcare providers
- Launched two operational sites in two different cities, overseeing volume forecasting, trend analysis, and workstream management
- Implemented cross-functional team roles across departments, fostering improved efficiency and collaboration

##### ***Operations Manager***

***Nov 2015 – Sept 2018***

- Introduced strategic coaching and professional development programs to improve team competencies and performance
- Supervised human resources functions and recruitment processes alongside managing daily office operations to maintain productivity and efficiency
- Developed a resource hotline to help and resolve escalated job tasks in a single interaction

**Caremark and CVS Health | Specialty Pharmacy Division, Autoimmune Team**

***Call Center Production Supervisor***

***Jan 2008 – Jun 2015***

- Supervised and nurtured a high-performing team of 50 representatives, promoting a culture of progression and productivity
- Regulated the organization and dispatch of nearly 3,000 daily medication orders, guaranteeing punctual delivery and patient compliance
- Led interviews and streamlined the recruitment process for staff and managerial roles
- Monitored call center metrics including average handle time, after-call work, average speed of answer, abandonment rate, and inbound and outbound call volume, effectively forecasting trends and volumes based on a day/week/month and year-over-year patterns

**Education**

- Nationally Certified Pharmacy Technician, Pharmacy Technician Certification Board
- Coursework, Brown Mackie College, Olathe, Kansas



## **VERONICA JAMES**

***Outreach and Call Operations Manager &  
Social Determinants of Health Manager***

### **Summary**

Veronica James possesses over 25 years of call center customer service and Medicaid and managed care experience. Since 2015, she has applied her skills to the West Virginia Managed Care Enrollment Broker Services project, overseeing outreach and call center operations. After working with and supporting DHHR (WVDoHS) and West Virginians for more than two decades, she has an unparalleled understanding of the populations we serve and the systems that support them. In the next contract period, she will continue to manage outreach and call center operations and will network with community organizations and social services offices to distribute outreach materials. Veronica brings excellent customer service and member satisfaction, timely and informed enrollments, and knowledgeable and accurate information about MHT for MCOs.

### **Qualifications and Skills**

- 25+ years of experience in call center customer service
- 9+ years of experience as the Project's outreach and call operations manager
- Expert understanding of West Virginia's systems and tools
- Skilled in developing and implementing communications plans and outreach materials with Medicaid populations
- Strong, in-place relationships with MCOs
- Deep understanding of West Virginia's populations and their enrollment needs

### **Experience**

#### **Maximus | West Virginia Enrollment Broker Services**

##### ***Outreach and Call Operations Manager***

***Apr 2015 – Present***

- Provides leadership and management for the West Virginia Enrollment Broker Services project's call center
- Develops and executes comprehensive communications plans and outreach materials for Medicaid populations, using print and digital means (including websites and social media)
- Liaises with contracted MCOs to obtain the information enrollees need to make informed MCO selections
- Oversees Medicaid-related customer inquiries, enrollment inquiries, and incomplete application calls received through the call center and inbound mail
- Partners with Reporting and Quality Assurance to implement processes that improve the efficiency of call center and document management functions
- Designs and implements engaging and supportive onboarding training for CSRs and mail room staff designed to increase retention

- Participates in management meetings, communicating with members of project management and sharing information with subordinates as appropriate
- Communicates issues and concerns to the project director and other parties as appropriate
- Resolves operational issues in coordination with the Outreach and Education teams and the project director
- Submits weekly, monthly, and yearly management reports to the project director for review
- Reviews reports and performance data to identify trends and concerns
- Monitors the performance of CSRs and the Outreach team, including compliance with SLAs, and provides feedback, re-training, and education to staff for performance improvement
- Assists with establishment of performance goals and measurements for CSRs
- Streamlines call center operations for increased efficiency through optimizing scheduling, staffing, and performance tracking processes
- Assists with the development and implementation of policies and procedures pertinent to the effective and efficient operation of the call center
- Improves customer satisfaction ratings by implementing effective call center strategies and employee training programs
- Reduces average handling time through the development of agent scripts and troubleshooting guides
- Implements quality assurance measures to monitor agent performance
- Collaborates with other departments to develop solutions for resolving recurring customer issues, improving overall customer and client satisfaction levels
- Boosts first-call resolution rates by equipping agents with comprehensive product knowledge and troubleshooting skills through ongoing training workshops
- Conducts performance reviews for staff members, which leads to reduced resolution times and improved customer satisfaction ratings

**Automated Health Systems, Inc.**

**Senior Helpline Information Specialist**

**Sept 2005 – Apr 2015**

- Assisted the project manager in providing oversight and monitoring of the day-to-day operations of the helpline
- Monitored and supervised data coding activities of the helpline information specialists
- Investigated discrepancies in data; researched and evaluated possible solutions
- Identified ongoing trends in helpline information specialist performance
- Streamlined data retrieval process for faster response times

**Education**

- Word/Data Processing Certificate, Ben Franklin Career and Technical Education Center, Dunbar, West Virginia



## **MARK STEELE**

*Financial Manager*

### **Summary**

Since joining Maximus in 2013, Mark Steele has served as financial manager for three state enrollment broker services projects, including West Virginia's since 2015. Previously, he worked for the DHHR (WVDoHS) Bureau for Families and Children for five years in a variety of roles, including chief financial officer. His experience with both DHHR and the Agency gives him unmatched insight into the financial needs, requirements, and processes of West Virginia. As financial manager for the Project, he prepares budgets and forecasts and tracks the Project's expenditures and financial projections. He also maintains the monthly financial dashboard used to update executive management of project progress.

### **Qualifications and Skills**

- 24+ years' experience in accounting
- 9 years' experience as financial manager for the West Virginia Enrollment Broker Services project
- Subject matter expert in West Virginia state payment processes/requirements across health and human resource programs
- Skilled in financial forecasting and project budgeting
- Uses monthly, quarterly, and annual reports to track project progress and make financial recommendations to project leadership
- Serves as financial manager on three enrollment broker services projects

### **Experience**

#### **Maximus | West Virginia Enrollment Broker Services**

##### ***Financial Manager***

***Sept 2013 – Present***

- Develops and maintains project financial records and budgets for the West Virginia Enrollment Broker Services Project, *Mountain Health Trust* (June 2015 – present)
- Prepares financial budgets, forecasts, and other reports necessary to track the Project's expenditures on a monthly, quarterly, and annual basis
- Develops and maintains monthly financial dashboard for executive management
- Provides direct financial leadership and support for assessing service allocation rates, composition of cost pools, and new allocations
- Works with group and project finance teams to develop, administer, and implement process improvements, methodologies, and cost allocation expectations for using the Shared Services Platform
- Submits invoices based on contractual payment model
- Oversees project-level financial tracking, including accounts payable and accounts receivable

- Performs ad hoc financial analysis as needed
- Ensures security and privacy of financial information
- Acted as financial manager for the following past projects:
  - West Virginia In-person Assistance Services and Oversight Project (Sept. 2013 – Aug. 2015)
  - Missouri Eligibility Verification Services Project (Feb. 2019 – June 2020)

**West Virginia DHHR Bureau for Children and Families**

**Chief Financial Officer**

**Aug 2012 – Sept 2013**

- Managed a \$530 million budget, which included state general revenue and federal funding sources (TANF, Title IV-E, Low Income Emergency Assistance Program, Child Abuse Prevention and Treatment Act, Children's Justice Act, Social Service Block Grant)
- Oversaw the Bureau's three financial units: Division of Accounting and Reporting, Division of Payments and Vendor Maintenance, and Title IV-E Resource Unity
- Ensured payments were processed in accordance with West Virginia state code

**Director of Accounting and Reporting**

**Sept 2011 – Aug 2012**

- Forecasted, prepared, and monitored Bureau's administrative, social service, and family assistance program budgets
- Coordinated statewide single audit process and legislative fiscal note process
- Reviewed program payments for proper application to state and federal funding sources
- Prepared regularly scheduled and ad hoc report to assist with management decisions

**Accountant/Auditor IV**

**Aug 2008 – Sept 2011**

- Forecasted, prepared, and monitored Bureau's administrative budgets and prepared monthly management reports

**Johnson, Summers & Lopez, PLLC**

**Accountant**

**Sept 2000 – Aug 2008**

- Reconciled and disbursed loan proceeds on real estate closings; balanced and managed escrow accounts
- Handled IRS 1099 reporting and notary and preparation of recording documents

**Education**

- Bachelor of Science, Business Administration (Finance/Accounting), West Virginia State University, Institute, West Virginia



## 4.0 Compliance with Specifications



## 4.0 COMPLIANCE WITH SPECIFICATIONS

We reflect on our accomplishments with the Bureau of Medical Services (BMS, or “the Agency”) and Mountain Health Trust (MHT) with both pride and an open mind for always seeking better ways to improve member services. We see the new contract as an opportunity to build on those accomplishments as your trusted partner to continue to help strengthen West Virginia’s essential public healthcare programs.

### Experience-Driven Solution: Methodologies and Approaches to Fulfill the Contract Requirements and Deliverables

As detailed throughout this proposal, and as illustrated in *Exhibit 4-1: West Virginia Enrollment Broker Services Approach to Scope of Work*, the components of our member-focused solution work seamlessly together to:

- Make it easy for members to get answers to their questions and select a managed care organization (MCO) and plan that best meets their needs
- Promote informed and active choice in the member’s preferred communication channel
- Deliver member customer service and achieve first-call resolution
- Achieve the Agency’s goals and objectives

**Exhibit 4-1: West Virginia Enrollment Broker Services Approach to Scope of Work.**

Solution Category	Solution Components/Elements
People	<ul style="list-style-type: none"><li>■ In-place, skilled team with unmatched West Virginia enrollment broker knowledge and experience</li><li>■ Established relationships with program stakeholders</li><li>■ Corporate commitment, dedicated executive leaders, and shared service teams to support project staff</li><li>■ The Maximus West Virginia Outreach team to support the development of Project Member, MCO, and potential enrollee materials</li></ul>
Processes	<ul style="list-style-type: none"><li>■ Established member-centered enrollment processes with decades of experience meeting and exceeding performance standards</li><li>■ Proven workforce management and staff forecasting</li><li>■ Performance management</li><li>■ Shared best practices across 18 enrollment broker projects</li></ul>
Technology and Data	<ul style="list-style-type: none"><li>■ In-place, reliable enrollment broker technology solution</li><li>■ Cloud-based telephony platform</li><li>■ User-friendly enrollment broker Website and portal</li><li>■ Sophisticated reporting and analytics platform</li></ul>
Benefits to West Virginians and the Agency	<ul style="list-style-type: none"><li>■ Expert guidance</li><li>■ Outstanding Agency and member satisfaction</li><li>■ Consistent messaging</li><li>■ Accurate enrollments</li><li>■ Continuous improvement</li><li>■ Ability to change quickly</li><li>■ Informed and active choice</li><li>■ No-risk transition</li></ul>

We offer the lowest-risk solution and eliminate the need to invest in a labor-intensive and risky transition to a new contractor. As the Agency's current provider of Managed Care Enrollment Broker Services, Maximus has direct, hands-on experience complying with the Agency's program requirements. We operate a toll-free line providing unbiased choice counseling, telephone enrollment, outreach, and general inquiry support.

The Agency will continue to benefit from:

- Consistency brought by the Maximus West Virginia Project Team that has delivered high-performing operations over the past nine years
- Flexibility of a nimble yet robust shared resources infrastructure that allows us to quickly implement turnkey services
- A substantial community footprint that only Maximus can bring with key staff that has decades of creating and maintaining partnerships and connections in West Virginia
- Experience of a "go-to team" who are well known as the first stop for members, potential enrollees, MCOs, the Agency, and West Virginia Department of Human Services (WVDoHS) (formerly the Department of Health and Human Resources)

## At-A-Glance

In 2023, we provided the following services for the Project:

- **Number of calls handled:** 23,686
- **Number of enrollments processed:** 34,379
- **Enrollments by phone:** 10,453
- **Enrollments by mail:** 12,627
- **Enrollments by web:** 7,411
- **State-facilitated enrollments:** 87,170
- **Auto-assigned:** 49,610

Maximus will continue to provide high-quality, reliable solutions and services throughout the next contract term.

Maximus meets the mandatory requirements, qualifications, experience, and approach requirements outlined in RFQ Section 4: Mandatory Requirements, detailed in our response, *Section 4.1: Mandatory Requirements*.

## 4.1 Mandatory Requirements

### 4. MANDATORY REQUIREMENTS

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

Maximus is committed to continuing to meet and often exceed West Virginia's mandatory requirements for managed care enrollment broker services as defined in the Specifications Section 4, Mandatory Requirements, of the CRFQ. As your current provider of these services, the necessary systems, people, and processes are in place to enable a seamless transition to the Agency's next contract term.

To demonstrate our compliance with the Agency's mandatory requirements, we confirm below our compliance to each requirement in *Exhibit 4.1-1: Maximus Compliance with Mandatory Requirements*.

**Exhibit 4.1-1: Maximus Compliance with Mandatory Requirements.**

RFP Req. Number	Requirement	Maximus Response
4.1.1	The Vendor must attest to freedom of conflict of interest as set forth in 42 CFR § 438.810 ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-J/section-438.810">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-J/section-438.810</a> ).	Maximus attests to its freedom from conflicts of interest. Please see <i>Section 4.2.1</i> of our Response.
4.1.2	The Vendor must obtain Agency approval for outreach and educational materials in any medium thirty (30) calendar days prior to production and distribution. Production, reproduction, updates, and distribution of materials must be at the Vendor's expense. The Agency reserves the right to edit all or portions of materials prior to distribution. Upon Agency approval, the Vendor must print all written materials, maintaining an adequate stock of distribution materials needed at the Vendor's expense. The Vendor is responsible for supplying and distributing any pamphlets and other mailing material, in addition to Agency approved materials, supplied by the MCOs and the Agency	Maximus will continue to comply with this requirement to: <ul style="list-style-type: none"> <li>■ Obtain approval for outreach and educational materials</li> <li>■ Produce, reproduce, update, and distribute the materials at our expense</li> <li>■ Print and maintain an adequate stock of distribution materials at our expense</li> <li>■ Supply and distribute any pamphlets, other mailing material, and Agency-approved materials supplied by the MCOs and the Agency</li> </ul>
4.1.3	The Vendor must agree to provide choice counseling to, and enroll eligible participants into, an approved MCO. All enrollment tasks detailed in this section apply to both new enrollments and changes in MCOs and must comply with 42 CFR 438.6 ( <a href="https://www.ecfr.gov/cgi-bin/text-idx?SID=a099885d325cee4c78f1534e82eeaeac&amp;mc=true&amp;node=se42.4.438_16&amp;rgn=div8">https://www.ecfr.gov/cgi-bin/text-idx?SID=a099885d325cee4c78f1534e82eeaeac&amp;mc=true&amp;node=se42.4.438_16&amp;rgn=div8</a> ).	Maximus agrees to continue to provide choice counseling for new enrollments to and enroll eligible participants into an approved MCO, and for change in MCOs. Maximus will continue to comply with 42 CFR 48.6
4.1.4	The Vendor must agree to assist the State with enrollment in each of the fifty- five (55) counties, addressing the unique enrollment needs of each county. Such circumstances may include, but not be limited to, rural/urban location, the number of enrollees, and the number of providers	Maximus agrees to continue to assist the State with enrollment in each of the 55 counties, addressing the unique enrollment needs of each county
4.1.5	The Vendor must perform choice counseling and enrollment services in accordance with 42 CFR 438.71 ( <a href="https://www.ecfr.gov/cgi-bin/retrieveECFR?qr=1&amp;SID=b28b3c87bd54fab4ebaac64dfdd20351&amp;h=L&amp;mc=true&amp;n=pt42.4.438&amp;r=PART&amp;ty=HTML#se42.4.438_171">https://www.ecfr.gov/cgi-bin/retrieveECFR?qr=1&amp;SID=b28b3c87bd54fab4ebaac64dfdd20351&amp;h=L&amp;mc=true&amp;n=pt42.4.438&amp;r=PART&amp;ty=HTML#se42.4.438_171</a> ), 42 CFR § 438.54 ( <a href="https://ecfr.gov/cgi-bin/retrieveECFR?gp=&amp;SID=a099885d325cee4c78f1534e82eeaeac&amp;mc=true&amp;n=pt42.4.438&amp;r=PART&amp;ty=HTML#se42.4.438_154">https://ecfr.gov/cgi-bin/retrieveECFR?gp=&amp;SID=a099885d325cee4c78f1534e82eeaeac&amp;mc=true&amp;n=pt42.4.438&amp;r=PART&amp;ty=HTML#se42.4.438_154</a> ), and 42 CFR § 457.1210 ( <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=a099885d325cee4c78f1534e82eeaeac&amp;mc=true&amp;node=se42.4.457_11210&amp;rgn=div8">http://www.ecfr.gov/cgi-bin/text-idx?SID=a099885d325cee4c78f1534e82eeaeac&amp;mc=true&amp;node=se42.4.457_11210&amp;rgn=div8</a> ).	Maximus will continue to perform choice counseling and enrollment services in accordance with: <ul style="list-style-type: none"> <li>■ 42 CFR 438.71</li> <li>■ 42 CFR 438.54</li> <li>■ 42 CFR 457.1210</li> </ul>

RFP Req. Number	Requirement	Maximus Response
4.1.6	The Vendor must, working with the Agency, identify the prevalent non- English languages spoken by enrollees and potential enrollees throughout the State in accordance with 42 CFR §438.10 ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10</a> ). The Vendor must make all information available in each prevalent non-English language (if the Agency and the Vendor determine a prevalent language other than English is present) to the same extent as the information available in English at no additional cost to the Agency. The Vendor must ensure that all information for enrollees or potential enrollees is at or below a sixth-grade reading level. The Vendor must provide oral interpretation services free of charge to enrollees and potential enrollees as stated in 42 CFR §438.10(d)(4), 42 CFR §438.10(d)(5)(i), and 42 CFR §438.10(d)(5)(iii)	Maximus agrees to continue to work with the Agency to: <ul style="list-style-type: none"> <li>■ Identify the prevalent non- English languages spoken by enrollees and potential enrollees throughout the state in accordance with 42 CFR §438.10</li> <li>■ Make information available in each prevalent non-English language (if the Agency and Maximus determine a prevalent language other than English is present) to the same extent as the information available in English at no additional cost to the Agency</li> <li>■ Make information for enrollees or potential enrollees at or below a sixth-grade reading level</li> <li>■ Provide oral interpretation services free of charge to enrollees and potential enrollees as stated in 42 CFR §438.10(d)(4), 42 CFR §438.10(d)(5)(i), and 42 CFR §438.10(d)(5)(iii)</li> </ul>
4.1.7	The Vendor must agree to develop sample enrollment forms and phone scripts for potential enrollees that comply with the requirements of 42 CFR §438.10 ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10</a> ). A sample enrollment form must be provided to the Agency for approval within thirty (30) calendar days of award of this contract	Maximus agrees to continue to provide enrollment forms and phone scripts for potential enrollees that comply with the requirements of 42 CFR 438.10. Maximus will provide a sample enrollment form to the Agency for approval within 30 calendar days of award of the contract resulting from this procurement
4.1.7.1	The enrollment form and scripts must ask potential enrollees to indicate: his or her choice of MCO; the name of his or her existing provider(s); and his or her race, ethnicity, primary language spoken and health status as stated in 42 CFR § 438.54(b)(3) ( <a href="https://www.ecfr.gov/current/title-42/chapter-N/subchapter-C/part-438/subpart-B/section-438.54">https://www.ecfr.gov/current/title-42/chapter-N/subchapter-C/part-438/subpart-B/section-438.54</a> ). The form must specify that information on race, ethnicity, primary language, and health status is not mandatory for enrollment	Maximus will continue to provide enrollment forms and scripts that ask potential enrollees to indicate their choice of MCO, the name of their existing provider(s), and, as an option, their race, ethnicity, primary language spoken, and health status, as stated in 42 CFR § 438.54(b)(3) for enrollment
4.1.8	The Vendor must agree to provide a plan, within fifteen (15) calendar days of award of this contract, describing the process for mailing the enrollment form and accompanying enrollment materials to potential enrollees within two (2) business days of receiving the eligibility file from the fiscal agent	Maximus agrees to provide a plan, within 15 calendar days of award of this contract, describing the process for mailing the enrollment form and accompanying enrollment materials to potential enrollees within two business days of receiving the eligibility file from the fiscal agent
4.1.9	The Vendor must agree to provide a plan, within fifteen (15) calendar days of award of this contract, that includes the development of materials to notify members of the expectation to select an MCO or provider within forty-five (45) calendar days or be assigned to one (1) by the State. The plan must also include a process for accommodating passive enrollment as needed as described in 42 CFR 438.54 ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.54">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.54</a> ).	Maximus agrees to provide a plan within 15 calendar days of award of this contract that includes the development of materials to notify members of the expectation to select an MCO or provider within 45 calendar days or be assigned to one by the State. The plan will include a process for accommodating passive enrollment as described in 42 CFR 438.54

RFP Req. Number	Requirement	Maximus Response
4.1.10	The Vendor must agree to mail additional materials, including those created by the Agency and/or the MCOs, to help enrollees in making their choice (e.g., network provider listings, any Agency -approved marketing materials, question and answer sheets, letters related to the managed care programs) at no additional cost to the Agency	Maximus agrees to continue to mail additional materials, including those created by the Agency and/or the MCOs, to help enrollees in making their choice (e.g., network provider listings, any Agency -approved marketing materials, question and answer sheets, letters related to the managed care programs) at no additional cost to the Agency
4.1.11	The Vendor must submit sample educational materials, including a general informational (i.e., MCO availability, PCP options, etc.) pamphlet and letters to enrollees for approval by the Agency prior to distribution	Maximus will submit sample educational materials, including a general informational pamphlet and letters (MCO availability, primary care provider [PCP] options, and so on) to enrollees for approval by the Agency prior to distribution
4.1.12	The Vendor must offer multiple approaches for members to enroll, including but not limited to, mail, telephone, text, web-based applications, and other innovative and unique vehicles. The Vendor must agree to provide a plan, within thirty (30) calendar days of award of this contract, to address its approach for receiving enrollment forms via mail, telephone, and Internet. The Vendor must not exceed 24 hours for processing enrollment forms and for returning forms received from eligible participants that cannot be processed due to incomplete or illegible information	Maximus will offer multiple approaches for members to enroll, including but not limited to mail, telephone, web-based applications, and other innovative and unique vehicles. Because text messaging for enrollment presents certain privacy and security concerns, we offer a mobile-optimized website that can be accessed by consumers using their mobile phones or other mobile devices to complete their enrollment. When consumers submit an enrollment using their mobile phone, the enrollment follows the same process and enrollment path as transactions submitted over the enrollment website. Maximus agrees to provide a plan within 30 calendar days of award of this contract to address our approach for receiving enrollment forms via mail, telephone, and internet. Maximus agrees to not exceed 24 hours for processing enrollment forms and for returning forms received from eligible participants that cannot be processed due to incomplete or illegible information
4.1.13	The Vendor must send potential enrollees "welcome packets" providing information and enrollment forms as stated in 42 CFR § 438.10(g)(1) ( <a href="https://www.ecfr.gov/current/title-42/chapter-N/subchapter-C/part-438/subpart-A/section-438.10">https://www.ecfr.gov/current/title-42/chapter-N/subchapter-C/part-438/subpart-A/section-438.10</a> ). The Vendor must report the actions concerning the processing of the enrollment forms to the Agency on a monthly basis	Maximus will continue to send "welcome packets" to potential enrollees, providing information and enrollment forms as stated in 42 CFR § 438.10(g)(1). We will also report the actions concerning the processing of the enrollment forms to the Agency on a monthly basis
4.1.14	The Vendor must agree to provide a plan, within fifteen (15) calendar days of award of this contract, describing a process for following up on returned mail within seven (7) calendar days of receipt. This plan must also address the process of identifying address discrepancies in the State's systems	Maximus agrees to provide a plan within 15 calendar days of award of this contract describing a process for following up on returned mail within 7 calendar days of receipt. The plan will include the process of identifying address discrepancies in the State's systems
4.1.15	The Vendor must agree to provide, within fifteen (15) calendar days upon award of this contract, a comprehensive, statewide outreach and education strategy, which includes, but is not limited to: 4.1.15.1 The development of materials, 4.1.15.2 An approach for engaging stakeholders, and 4.1.15.3 A staffing model to conduct both in-person and electronic education activities	Maximus agrees to provide, within 15 calendar days of award of this contract, a comprehensive, statewide outreach and education strategy that includes but is not limited to: <ul style="list-style-type: none"> <li>■ The development of materials</li> <li>■ An approach for engaging stakeholders</li> <li>■ A staffing model to conduct both in-person and electronic education activities</li> </ul>

RFP Req. Number	Requirement	Maximus Response
4.1.16	<p>The Vendor must agree to develop written and visual materials for use in outreach and educational efforts to educate MHT members, advocates, providers, community agencies, caseworkers and WVDoHS employees about any changes in delivery systems</p> <p>4.1.16.1 These materials must include, but not be limited to: enrollment forms, notices, letters, pamphlets, presentations, videos, internet websites and other information</p> <p>4.1.16.2 Each document submitted for approval must be accompanied by a concise memo indicating the purpose, expected use, target audience and printing specifications.</p> <p>4.1.16.3 The Agency reserves the right to edit all or portions of materials prior to distribution</p>	<p>Maximus has developed and agrees to maintain, and update as necessary, written and visual materials for use in outreach and educational efforts They will be used to educate MHT members, advocates, providers, community agencies, caseworkers, and WVDoHS employees about changes in delivery systems. We agree that:</p> <ul style="list-style-type: none"> <li>■ These materials will include but will not be limited to enrollment forms, notices, letters, pamphlets, presentations, videos, internet websites, and other information</li> <li>■ Each document submitted for approval will be accompanied by a concise memo indicating the purpose, expected use, target audience, and printing specifications</li> <li>■ The Agency reserves the right to edit all or portions of materials prior to distribution</li> </ul>
4.1.17	<p>Upon Agency approval, the Vendor must print all written materials, maintaining a sufficient stock of materials and distributing materials as needed at the Vendor's expense.</p> <p>4.1.17.1 The Vendor is responsible for supplying and distributing any pamphlets and other mailing material in addition to WVDoHS approved materials supplied by the MCOs and WVDoHS</p>	<p>Upon Agency approval, Maximus will continue to print written materials, maintain a sufficient stock of materials, and distribute materials as needed at our expense. Maximus will continue to supply and distribute any pamphlets and other mailing material in addition to WVDoHS-approved materials supplied by the MCOs and WVDoHS</p>
4.1.18	<p>The Vendor must agree to notify all WVDoHS county offices of any changes in the managed care programs or processes for enrollment</p>	<p>Maximus agrees to continue to notify all WVDoHS county offices of any changes in the managed care programs or processes for enrollment</p>
4.1.19	<p>The Vendor must agree to perform outreach to members who have challenges to enrollment, which include but are not limited to: housing circumstances, cultural differences, or inability or unwillingness to access information through WVDoHS county offices or community hosted information program</p>	<p>Maximus agrees to perform outreach to members who have challenges to enrollment, which include but are not limited to:</p> <ul style="list-style-type: none"> <li>■ Housing circumstances</li> <li>■ Cultural differences</li> <li>■ Inability or unwillingness to access information through WVDoHS county offices or community-hosted information program</li> </ul>
4.1.20	<p>The Vendor must design and maintain an enrollment assistance website available to MHT enrollees.</p> <p>4.1.20.1 The Vendor must agree to provide, upon award of this contract, the type of web accessibility software, the types of information available to enrollees, languages supported on the website, frequency of updates to the website, search capabilities, user- friendly provider directories and interactive functionality to facilitate the secure submission of member plan and PCP changes</p>	<p>Maximus has designed and implemented and will continue to maintain an enrollment assistance website available to MHT enrollees</p> <p>Maximus agrees to provide, upon award of this contract, the type of web accessibility software, the types of information available to enrollees, languages supported on the website, frequency of updates to the website, search capabilities, user-friendly provider directories, and interactive functionality to facilitate the secure submission of member plan and PCP changes</p>
4.1.21	<p>The Vendor must agree to educate and engage enrollees in high quality health homes and patient centered medical homes</p>	<p>Maximus agrees to continue to educate and engage enrollees in high-quality health homes and patient-centered medical homes</p>

RFP Req. Number	Requirement	Maximus Response
4.1.22	The Vendor must inform enrollees and potential enrollees on the freedom of choice among network providers as stated in 42 CFR§ 438.10(g)(2)(iv) ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10</a> )	Maximus will continue to inform enrollees and potential enrollees on the freedom of choice among network providers as stated in 42 CFR§ 438.10(g)(2)(iv).
4.1.23	The Vendor must assist enrollees and potential enrollees in selection of PCP upon request at initial and change of enrollment as stated in 42 CFR § 438.52(d) ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.52">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.52</a> )	Maximus will continue to assist enrollees and potential enrollees in the selection of PCPs upon request at initial and change of enrollment, as stated in 42 CFR § 438.52(d)
4.1.24	The Vendor must inform enrollees and potential enrollees of their right to be treated with respect and with due consideration for their dignity and privacy as discussed in 42 CFR 438.100(b)(2)(ii) ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-C/section-438.100">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-C/section-438.100</a> )	Maximus will continue to inform enrollees and potential enrollees of their right to be treated with respect and with due consideration for their dignity and privacy, as discussed in 42 CFR 438.100(b)(2)(ii)
4.1.25	The Vendor must agree to provide special services necessary to accommodate enrollees. Special services may include, but not be limited to teletypewriter (TTY) line translation services, assistance for the blind/literacy challenged, and program fact sheets in different languages for prevalent non-English members as defined in 42 CFR 438.10 (c) ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10</a> .)	Maximus agrees to continue to provide special services necessary to accommodate enrollees, which may include but are not limited to teletypewriter (TTY) line translation services, assistance for the blind/literacy challenged, and program fact sheets in different languages for prevalent non-English members, as defined in 42 CFR 438.10 (c)
4.1.26	The Vendor must agree to provide, within fifteen (15) calendar days of award of this contract, a Quality Assurance Plan subject to Agency approval	Maximus agrees to provide, within 15 calendar days of award of this contract, a Quality Assurance Plan subject to Agency approval
4.1.27	The Vendor must agree to ongoing communication with the Agency and the MCOs. These duties include, but are not limited to: 4.1.27.1 Maintaining direct, ongoing communication with the Agency regarding the Vendor's activities and working closely to assure accomplishment of the enrollment goals and objectives 4.1.27.2 Meeting with the MCOs upon contract award and on an ongoing basis, as necessary, to obtain detailed information about each individual operation 4.1.27.3 On a case-by-case basis, notifying the Agency, of any discrepancies found on the enrollment form such as, but not limited to, name spelling, date of birth, number of family members in the home, returned mail which indicates the member has moved, etc., for resolution. Any discrepancy found on the enrollment form must be tracked and reported within five (5) business days	Maximus agrees to ongoing communication with the Agency and the MCOs, including but not limited to: <ul style="list-style-type: none"> <li>■ Maintaining direct, ongoing communication with the Agency regarding our activities and working closely to confirm accomplishment of the enrollment goals and objectives</li> <li>■ Meeting with the MCOs upon contract award and on an ongoing basis, as necessary, to obtain detailed information about each individual operation</li> <li>■ On a case-by-case basis, notifying the Agency, of any discrepancies found on the enrollment form, such as but not limited to the spelling of name, date of birth, number of family members in the home, returned mail that indicates the member has moved, and so on for resolution. We will track and report on any discrepancy found on the enrollment form within five business days</li> </ul>



RFP Req. Number	Requirement	Maximus Response
4.1.27	<p>4.1.27.4 For discrepancies identified, the Vendor must work with the Agency to reconcile the monthly list of enrollees for each MCO, which may require extensive research. The Vendor must monitor reports from the fiscal agent and alert the Agency regarding any discrepancies within five (5) business days</p> <p>4.1.27.5 The Vendor must be alert to possible discrepancies between approved documents and actual MCO distribution practices as may be reported by enrollees. Any discrepancies discovered must be documented and forwarded to the Agency for disposition within five (5) business days</p>	<ul style="list-style-type: none"> <li>■ For discrepancies identified, working with the Agency to reconcile the monthly list of enrollees for each MCO, which may require extensive research, monitoring reports from the fiscal agent, and alerting the Agency regarding any discrepancies within five business days</li> <li>■ Being alert to possible discrepancies between approved documents and actual MCO distribution practices as may be reported by enrollees. Any discrepancies discovered must be documented and forwarded to the Agency for disposition within five business days</li> </ul>
4.1.28	<p>The Vendor's must agree to provide, within fifteen (15) calendar days of award of this contract, its approach for implementing and performing the systems development tasks listed below:</p> <p>4.1.28.1 Establish and maintain databases and systems to support the enrollment operation</p> <p>4.1.28.2 Work with the Agency to learn the data entry screens within the MMIS which allows enrollees to be enrolled in an MCO and develop linkage to the State's benefit eligibility system to facilitate research</p> <p>4.1.28.3 Work with the Agency and the fiscal agent to identify any modifications needed</p> <p>4.1.28.4 Work with the Agency employees in refining the default auto- assignment algorithm and responding to county-specific algorithm needs as appropriate (e.g., mandatory MCO enrollment, voluntary MCO enrollment)</p> <p>4.1.28.5 Work with the Agency in supporting any additional auto- assignment strategies which could include passive enrollment and pay-for-performance (P4P) approaches. The Agency reserves the right to modify the methodology for assigning enrollees at any time</p>	<p>Maximus' solution is in place and supports West Virginia's project today. Nonetheless, Maximus agrees to provide, within 15 calendar days of contract award, our approach for implementing the new contract term, including any additional systems development tasks required by the RFP. Maximus will continue to:</p> <ul style="list-style-type: none"> <li>■ Maintain databases and systems to support the enrollment operation</li> <li>■ Work with the Agency to learn any new or revised data entry screens within the MMIS that allow enrollees to be enrolled in an MCO and maintain linkage to the State's benefit eligibility system to facilitate research</li> <li>■ Work with the Agency and the fiscal agent to identify any modifications needed</li> <li>■ Work with the Agency employees in refining the default auto- assignment algorithm and responding to county-specific algorithm needs as appropriate, such as mandatory MCO enrollment, voluntary MCO enrollment</li> <li>■ Work with the Agency in supporting any additional auto- assignment strategies that could include passive enrollment and pay-for-performance approaches. We understand the Agency reserves the right to modify the methodology for assigning enrollees at any time</li> </ul>
4.1.29	<p>By the 15th of the subsequent month, the Vendor must provide the Agency with a monthly snapshot of key activities, which include a comparison of the current month's report with previous periods, as appropriate</p> <p>4.1.29.1 The Vendor must also agree to identify trends in enrollment, any issues encountered and recommendations for improvements, policy changes or procedural improvements. Reports must include charts and graphs to illustrate program performance</p> <p>4.1.29.2 The Vendor must agree to propose indicators to include in the monthly report. Final format and indicators are subject to Agency approval</p>	<p>Maximus will continue to provide the Agency with a monthly snapshot of key activities, which include a comparison of the current month's report with previous periods, as appropriate, by the 15th of the subsequent month. Maximus agrees to continue to:</p> <ul style="list-style-type: none"> <li>■ Identify trends in enrollment, any issues encountered, and recommendations for improvements, policy changes, or procedural improvements</li> <li>■ Provide reports, including charts and graphs to illustrate program performance</li> </ul>

RFP Req. Number	Requirement	Maximus Response
4.1.29		<ul style="list-style-type: none"> <li>Propose indicators to include in the monthly report, with final format and indicators subject to Agency approval</li> </ul>
4.1.30	The Vendor must agree to provide a sample report to the Agency within fifteen (15) calendar days of award of this contract. The Vendor must respond to the Agency requests for additional detail on activities within ten (10) business days	Maximus agrees to provide a sample report to the Agency within 15 calendar days of contract award and to respond to Agency requests for additional detail on activities within 10 business days
4.1.31	Within fifteen (15) calendar days of award of the contract, the Vendor must provide a functional organizational chart indicating the proposed project structure as part of its response to this RFQ. The Vendor must indicate on the chart, or separately, the name of each proposed staff member and the percentage of time each proposed employee will be dedicated to this project, expressed in a full-time equivalent (FTE) percent. This chart is subject to Agency approval	Maximus has provided, in <i>Section 4.1</i> of our response, a functional organizational chart indicating the proposed project structure, the name of each proposed staff member, and the percentage of time each proposed employee will be dedicated to this project, expressed in a full-time equivalent (FTE) percentage
4.1.32	If the Vendor proposes to subcontract with organizations or individuals, it must agree to provide a copy of the subcontract/agreement and a summary of the subcontractor's size, resources, location, and responsibilities under the contract. The primary contractor must assume responsibility for all subcontracted work	Maximus agrees to provide a copy of any subcontract/agreement and a summary of the subcontractor's size, resources, location, and responsibilities under the contract should we engage subcontractors. Maximus will assume responsibility for all subcontracted work
4.1.33	Within fifteen (15) calendar days of award of this contract, the Vendor must agree to provide its detailed staffing contingency plan for handling sudden and unexpected increases in enrollment, MCO transfers, and call volumes with a description on how the plan will be implemented and coordinated with the Agency. This plan is subject to Agency approval	Maximus agrees to provide, within 15 calendar days of contract award, our detailed staffing contingency plan for handling sudden and unexpected increases in enrollment, MCO transfers, and call volumes, with a description of how we will continue to coordinate with the Agency
4.1.34	<p>The Vendor shall conduct member assessments as part of the enrollment process to determine any social determinants of health (SDOH) and health risks impacting the member's healthcare and quality of life as discussed in 42 CFR § 438.208(c)(I) (<a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-D/section-438.208">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-D/section-438.208</a>)</p> <p>4.1.34.1 The member assessment shall be approved by the Agency prior to implementation</p>	Maximus will continue to conduct member assessments, using the Agency-approved member assessment, as part of the enrollment process to determine any social determinants of health (SDOH) and health risks affecting the member's healthcare and quality of life, as discussed in 42 CFR § 438.208(c)(I)
4.1.35	The Vendor must share the SDOH assessment data with the enrollee's managed care organization	Maximus will continue to share the SDOH assessment data with the enrollee's MCO
4.1.36	The Vendor shall conduct outreach and engagement to members needing SDOH assistance and inform them of community supports to help address their needs	Maximus will conduct outreach and engagement to members needing SDOH assistance and inform them of community supports to help address their needs
4.1.37	Due by the fifteenth (15th) of the subsequent month, the Vendor shall provide monthly reporting updates on their SDOH program in an Agency approved template	Maximus will continue to provide monthly reporting updates on the SDOH program in an Agency-approved template by the 15th of the subsequent month

RFP Req. Number	Requirement	Maximus Response
4.1.38	Within fifteen (15) calendar days of award of this contract, the Vendor must provide a business continuity plan that will be enacted in the case of a state/national disaster/emergency for seamless transfer of business operations	Maximus has developed and will continue to maintain a business continuity plan that will be enacted in the case of a state/national disaster/emergency for seamless transfer of business operations
4.1.39	The Vendor shall maintain hours of operation during standard business hours, 8:30 AM-4:30 PM, Monday through Friday excluding State holidays, which can be found at: <a href="https://personnel.wv.gov/employees/benefits/pages/holidays.aspx">https://personnel.wv.gov/employees/benefits/pages/holidays.aspx</a> .	Maximus will maintain hours of operation during standard business hours, 8:30 a.m. - 4:30 p.m., Monday through Friday excluding state holidays
4.1.40	Within fifteen (15) calendar days of award of this contract, the Vendor must agree to provide a single lead point of contact that will serve as project manager and be immediately available by telephone and email, at a minimum, during business hours of Monday through Friday, global 8:30am to 4:30pm Eastern Standard Time, excluding state holidays. This person will be responsible for overseeing Vendor performance and act as a liaison between the Vendor, the Agency, WVCHIP and the MCOs	Maximus identifies, in <i>Section 4.1</i> of our response, the single lead point of contact who we propose will continue to serve as project manager and is available immediately by telephone and email, at a minimum, during business hours of Monday through Friday, 8:30 a.m. to 4:30 p.m. Eastern Standard Time, excluding state holidays. This person will continue to be responsible for overseeing Maximus performance and acting as a liaison between Maximus, the Agency, WVCHIP, and the MCOs
4.1.41	The Vendor must prepare and submit a draft implementation plan to be approved by the Agency within fifteen (15) calendar days of the contract award. The Vendor must agree to submit any revisions to its implementation plan for review and approval by the Agency within fifteen (15) calendar days of request from the Agency. In addition, the vendor must agree to complete implementation activities within the timeframe allotted in the implementation plan and no more than three (3) months following the contract award	Maximus will prepare and submit a draft implementation plan to be approved by the Agency within 15 calendar days of the contract award. We agree to: <ul style="list-style-type: none"> <li>■ Submit any revisions to the implementation plan for review and approval by the Agency within 15 calendar days of request from the Agency</li> <li>■ Complete implementation activities within the time frame allotted in the implementation plan and no more than 3 months following the contract award</li> </ul>
4.1.42	In accordance with 42 CFR §438.810(b) ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-J/section-438.810">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-J/section-438.810</a> ), expenditures for enrollment broker services, the Vendor must attest in writing that it nor its subcontractors have no corporate connections or financial interest in any of West Virginia's MCOs	Maximus attests that neither Maximus nor our subcontractors have corporate connections or financial interest in any of West Virginia's MCOs, in accordance with 42 CFR 438.810(b). See <i>Section 4.2.1</i> of our response
4.1.43	The vendor must provide telephone, toll free numbers, fax service, paper supplies, postage machines, furniture, etc. for its work force at no additional cost to the Agency. This involves purchasing capital equipment including equipment that will be necessary to carry out the responsibilities of the contract.	Maximus will continue to provide telephone, toll-free numbers, fax service, paper supplies, postage machines, furniture, and so on for our workforce at no additional cost to the Agency. This involves purchasing capital equipment including those necessary to carry out the responsibilities of the contract
4.1.44	All hardware, software and communications components must be compatible with the most current West Virginia Office of Technology (WVOT) currently supported versions of Microsoft Office Suite or equal <a href="https://technology.wv.gov/ot-policies">https://technology.wv.gov/ot-policies</a> as well as, current technologies for data interchange	Maximus will continue to provide all hardware, software, and communications components that are compatible with the most current West Virginia Office of Technology (WVOT)-supported versions of Microsoft Office Suite or equal, per <a href="https://technology.wv.gov/ot-policies">https://technology.wv.gov/ot-policies</a> , as well as current technologies for data interchange

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4.1.45	The Vendor must comply with all current and future security policies and procedures of the Department and the WVOT, which can be found at the following links: <a href="http://www.wvWDHHR.org/mis/policies.asp">http://www.wvWDHHR.org/mis/policies.asp</a> ; <a href="http://www.state.wv.us/admin/purchase/privacy/">http://www.state.wv.us/admin/purchase/privacy/</a>	Maximus will endeavor to comply with current and future security policies and procedures of the Department and the WVOT
4.1.46	The Vendor must agree to continue outreach activities in each county and initiate intensive outreach activities at least forty-five (45) calendar days prior to any change of choice or process in that county.	Maximus agrees to continue outreach activities in each county and initiate intensive outreach activities at least 45 calendar days prior to any change of choice or process in that county
4.1.47	The Vendor must implement and oversee the enrollee (beneficiary) support system as required under 42 CFR § 438.10(g)(2)(vii), 42 CFR § 438.10(f)(2)(ii, iii, ix), 42 CFR § 438.10 (e)(2)(v)(A), 42 CFR § 438.10(e)(2)(vii), 42 CFR § 438.10 (e)(2)(iv), 42 CFR § 438.10 (e)(2)(vi), 42 CFR § 438.10(e)(2)(v)(B), and 42 CFR § 438.10(e)(2)(v)(C) ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10</a> ). The Vendor must perform all minimum functions of the enrollee (beneficiary) support system defined and as modified in the RFQ. In the event there are changes to any applicable law, rule, or regulation, the Vendor must work with the Agency to make the necessary modification(s) to meet all changes and requirements at no additional cost to the Agency	Maximus has implemented and will continue to oversee the enrollee support system as required under: <ul style="list-style-type: none"> <li>■ 42 CFR § 438.10(g)(2)(vii)</li> <li>■ 42 CFR § 438.10(f)(2)(ii, iii, ix)</li> <li>■ 42 CFR § 438.10 (e)(2)(v)(A)</li> <li>■ 42 CFR § 438.10(e)(2)(vii)</li> <li>■ 42 CFR § 438.10 (e)(2)(iv)</li> <li>■ 42 CFR § 438.10 (e)(2)(vi)</li> <li>■ 42 CFR § 438.10(e)(2)(v)(B)</li> <li>■ 42 CFR § 438.10(e)(2)(v)(C)</li> </ul> Maximus will continue to perform minimum functions of the enrollee support system defined and as modified in the RFQ. In the event of changes to any applicable law, rule, or regulation, we will work with the Agency to make the necessary modification(s) to meet changes and requirements at no additional cost to the Agency
4.1.48	Vendor must agree to work with Agency to develop the algorithm that will be used to assign members to an MCO	Maximus agrees to work with the Agency to continue using the algorithm used to assign members to an MCO.
4.1.49	Within fifteen (15) calendar days of award of this contract, the Vendor must submit a plan in the event a new MCO entering into the MHT program and explain the plan to enrollees and potential enrollees in written documentation in accordance with 42 CFR § 438.10(f)(I) ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10</a> ) and 42 CFR § 438.56(b) ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.56">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.56</a> ). Agency reserves the right to modify any aspect of such plan as it deems necessary	Maximus will, within 15 calendar days of award, submit a plan in the event of a new MCO entering the MHT program and explain the plan to enrollees and potential enrollees in written documentation in accordance with 42 CFR § 438.10(f)(I), and 42 CFR § 438.56(b). We understand the Agency reserves the right to modify any aspect of such plan as it deems necessary
4.1.50	Within fifteen (15) calendar days of award of this contract, the Vendor must submit a plan in the event of an MCO contract termination and explain the plan to enrollees and potential enrollees in written documentation in accordance with 42 CFR § 438.10(f)(I) ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-A/section-438.10</a> ) and 42 CFR § 438.56(b) ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.56">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.56</a> ). Agency reserves the right to modify any aspect of such plan as it deems necessary	Maximus will, within 15 calendar days of award, submit a plan in the event of an MCO contract termination and explain the plan to enrollees and potential enrollees in written documentation in accordance with 42 CFR § 438.10(f)(I) and 42 CFR § 438.56(b). We understand the Agency reserves the right to modify any aspect of such plan as it deems necessary

RFP Req. Number	Requirement	Maximus Response
4.1.51	Vendor must agree to all applicable requirements of an enrollment broker under 42 CFR 438.58 ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.58">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.58</a> ) and SSA 1932(d)(3) ( <a href="https://www.ssa.gov/OP-Home/ssact/titel9/1932.htm">https://www.ssa.gov/OP-Home/ssact/titel9/1932.htm</a> )	Maximus agrees to all applicable requirements of an enrollment broker under 42 CFR 438.58 ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.58">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.58</a> ) and SSA 1932(d)(3).
4.1.52	Vendor must agree to put safeguards in place at least equal to Federal safeguards per Section 1932(d)(3) of the Social Security Act ( <a href="https://www.ssa.gov/OP-Home/ssact/titel9/1932.htm">https://www.ssa.gov/OP-Home/ssact/titel9/1932.htm</a> ) addressing the default enrollment process under the managed care programs	Maximus agrees to continue to maintain safeguards in place that are at least equal to federal safeguards per Section 1932(d)(3) of the Social Security Act addressing the default enrollment process under the managed care programs
4.1.53	Vendor must agree that the contract must be governed by the laws of the State of West Virginia. Vendor further agrees to comply with the Civil Rights Act of 1964 ( <a href="https://www.eeoc.gov/statutes/title-vii-civil-rights-act-1964">https://www.eeoc.gov/statutes/title-vii-civil-rights-act-1964</a> ), Title IX of the Education Amendments of 1972 ( <a href="https://www.justice.gov/crt/title-ix-education-amendments-1972">https://www.justice.gov/crt/title-ix-education-amendments-1972</a> ) (regarding education programs and activities), The Age Discrimination Act of 1975 ( <a href="https://www.doi.gov/agencies/oasam/regulatory/statutes/age-discrimination-act">https://www.doi.gov/agencies/oasam/regulatory/statutes/age-discrimination-act</a> ), The Rehabilitation Act of 1973 ( <a href="https://www.eeoc.gov/statutes/rehabilitation-act-1973">https://www.eeoc.gov/statutes/rehabilitation-act-1973</a> ), The Americans with Disabilities Act ( <a href="https://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.htm">https://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.htm</a> ) and ( <a href="https://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm">https://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm</a> ), and all other applicable laws (Federal, State or Local Government) regulations	Maximus agrees that the contract will be governed by the laws of the State of West Virginia and agrees to comply with: <ul style="list-style-type: none"> <li>■ The Civil Rights Act of 1964</li> <li>■ Title IX of the Education Amendments of 1972 (regarding education programs and activities)</li> <li>■ The Age Discrimination Act of 1975</li> <li>■ The Rehabilitation Act of 1973</li> <li>■ The Americans with Disabilities Act</li> <li>■ Other applicable laws (federal, State or local government) regulations</li> </ul>
4.1.54	Vendor must agree to be bound by the Service Level Agreements as outlined within Appendix A	Maximus agrees to be bound by the service level agreements as outlined within Appendix A.
4.1.55	Upon contract award, Vendor must agree to meet with Agency monthly to discuss any Service Level Agreements that may be applied to Vendor. The meeting will be scheduled at a time agreed upon by both Agency and Vendor	Maximus agrees to continue to meet with the Agency monthly to discuss any service level agreements that may be applied to Maximus. The meeting will be scheduled at a mutually agreed-upon time
4.1.56	The amount of any penalties will be deducted from Vendor's monthly invoices for services submitted any time after Vendor's receipt of the notice of penalties.	Maximus understands and agrees that the amount of any penalties will be deducted from monthly invoices for services submitted any time after Maximus' receipt of the notice of penalties
4.1.57	Vendor must implement and maintain a process to validate that enrollments are appropriate. Vendor must perform regular and ad hoc queries using all available eligibility and enrollment data to identify inappropriate MCO enrollments such as, but not limited to, overlapping MCO enrollment, incorrect MCO enrollment from the enrollee's choice, and incorrect newborn MCO enrollment. Vendor must notify Agency of any findings in writing within three (3) business days or through standing reports. Vendor must correct enrollment within thirty (30) calendar days and system logics and/or processes within sixty (60) calendar days of identification. Agency reserves the right to request regular and/or ad hoc queries	Maximus has implemented and will continue to maintain a process to validate that enrollments are appropriate. We will perform regular and ad hoc queries using all available eligibility and enrollment data to identify inappropriate MCO enrollments such as, but not limited to, overlapping MCO enrollment, incorrect MCO enrollment from the enrollee's choice, and incorrect newborn MCO enrollment. Maximus will notify the Agency of any findings in writing within 3 business days or through standing reports and will correct enrollment within 30 calendar days and system logics and/or processes within 60 calendar days of identification. We understand the Agency reserves the right to request regular and/or ad hoc queries

RFP Req. Number	Requirement	Maximus Response
4.1.58	Vendor shall provide to Agency, within thirty (30) calendar days of request, a Turnover and Closeout Management Plan detailing the approach to transitioning systems and operational responsibilities to a successor. Agency shall give final approval to the plan	Maximus will provide to the Agency, within 30 calendar days of request, a Turnover and Closeout Management Plan detailing the approach to transitioning systems and operational responsibilities to a successor. We understand the Agency shall give final approval to the plan
4.1.59	Vendor must agree to price individual tiers for each separate contract year with no more than a 5% variance between the individual tiers	Maximus agrees to price individual tiers for each separate contract year, with no more than a 5% variance between the individual tiers
4.1.60	The Vendor must agree to provide a plan describing how quality and timeliness of the work done off-site and/or through subcontractor(s) within fifteen (15) calendar days of contract award	Maximus agrees to provide a plan describing quality and timeliness of the work done off-site and/or through subcontractor(s) within 15 calendar days of contract award.
4.1.61	<p>The Vendor must agree to employ adequate staff and utilize appropriate resources to achieve contractual compliance throughout the life of the contract, including all optional renewal periods</p> <p>4.1.61.1 The Vendor's resource allocation must be adequate to achieve outcomes in all functional areas with the organization. Adequacy will be evaluated based on outcomes and compliance with contractual and Agency policy requirements, including the requirement for providing culturally competent services to all enrollees and potential enrollees, including those with limited English proficiency, diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity</p> <p>4.1.61.2 If the Vendor does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring and regulatory action will be employed by the Agency, including but not limited to requiring the Vendor to hire additional staff and application of service level agreement penalties as provided in Appendix A of this RFQ</p> <p>4.1.61.3 The Vendor must agree to remove or reassign any employee or subcontractor employee deemed unacceptable by the Agency within ten (10) calendar days of written request from the Agency</p> <p>4.1.61.4 The Vendor's key staff must not be removed or reassigned without the prior approval of the Agency. The Agency will not withhold the approval unreasonably, upon the submission a proposed suitable candidate</p>	<p>Maximus agrees to continue to employ adequate staff and utilize appropriate resources to achieve contractual compliance throughout the life of the contract, including all optional renewal periods. We agree that:</p> <ul style="list-style-type: none"> <li>■ Resource allocation will be adequate to achieve outcomes in all functional areas within the organization. Adequacy will be evaluated based on outcomes and compliance with contractual and Agency policy requirements, including the requirement for providing culturally competent services to all enrollees and potential enrollees, including those with limited English proficiency, diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity</li> <li>■ If desired outcomes are not achieved or we do not maintain compliance with contractual obligations, additional monitoring and regulatory action will be employed by the Agency. This includes but is not limited to requiring Maximus to hire additional staff and application of service level agreement penalties as provided in Appendix A of this RFQ</li> <li>■ Removal or reassignment will be done for any employee or subcontractor employee deemed unacceptable by the Agency within 10 calendar days of written request from the Agency</li> <li>■ Maximus' key staff will not be removed or reassigned without the prior approval of the Agency, and the Agency will not withhold the approval unreasonably upon the submission of a proposed suitable candidate</li> </ul>

RFP Req. Number	Requirement	Maximus Response
4.1.62	The Vendor must agree to notify the Agency in writing within seven (7) calendar days of the resignation or termination of any key staff positions. Staff assignments must be fully covered at all times, and the name of the interim contact person must be included in the notification. The vacancy must be filled within thirty (30) calendar days with a person of equivalent experience, knowledge, and talent. The name and resume of the replacement key staff must be submitted to the Agency for approval within seven (7) calendar days of selection. The Vendor must submit to the Agency a revised organizational chart complete with key staff time allocation within five (5) days of Agency approval	Maximus agrees to notify the Agency in writing within 7 calendar days of the resignation or termination of any key staff positions. We understand that: <ul style="list-style-type: none"> <li>■ Staff assignments must be fully covered and the name of the interim contact person must be included in the notification</li> <li>■ The vacancy must be filled within 30 calendar days with a person of equivalent experience, knowledge, and talent</li> <li>■ The name and resume of the replacement key staff must be submitted to the Agency for approval within seven calendar days of selection</li> <li>■ A revised organizational chart complete with key staff time allocation must be submitted to the Agency within five days of Agency approval</li> </ul>
4.1.63	If any of the organizational or key staff information changes between the response to the RFQ and the contract award, the Vendor must submit updated personnel information to the Agency no later than the contract execution date. The same is applicable for any subcontractor information	Maximus will submit updated personnel information to the Agency no later than the contract execution date if any of the organizational or key staff information changes between the response to the RFQ and the contract award. The same is applicable for any subcontractor information
4.1.64	The Vendor must provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by the Agency. All meetings must be considered mandatory unless otherwise indicated	Maximus will continue to provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by the Agency. All meetings will be considered mandatory unless otherwise indicated
4.1.65	The Vendor must agree to provide, within fifteen (15) calendar days of contract award, a detailed staffing contingency plan for handling sudden and unexpected increases in enrollment, MCO transfers, and call volumes with a description on how the plan will be implemented and coordinated with the Agency	Maximus agrees to provide, within 15 calendar days of contract award, a detailed staffing contingency plan for handling sudden and unexpected increases in enrollment, MCO transfers, and call volumes, with a description on how the plan will be implemented and coordinated with the Agency
4.1.66	The Vendor must agree to create and operate a call center within the Continental United States. Such responsibilities of the call center include, but are not limited to, completing the enrollment of members into the MCO of their choice; answering enrollment questions regarding the MHT program; settle complaints when possible; provide information on covered services; and complete research as requested by the Agency	Maximus agrees to continue to operate a call center within the continental United States. We understand such responsibilities of the call center include but are not limited to: <ul style="list-style-type: none"> <li>■ Completing the enrollment of members into the MCO of their choice</li> <li>■ Answering enrollment questions regarding the MHT program</li> <li>■ Settling complaints when possible</li> <li>■ Providing information on covered services</li> <li>■ Completing research as requested by the Agency</li> </ul>
4.1.67	The Vendor must agree to have a call center with the capacity to ensure that ninety-five (95) percent of the received calls do not exceed the following wait times: 4.1.67.1 Five (5) minutes for the first three (3) months of operations 4.1.67.2 Two (2) minutes after the first three (3) months of operations	Maximus agrees to continue to operate a call center with the capacity to ensure that 95% of the received calls do not exceed the following wait times: <ul style="list-style-type: none"> <li>■ Five minutes for the first three months of operations</li> <li>■ Two minutes after the first three months of operations</li> </ul>

RFP Req. Number	Requirement	Maximus Response
4.1.68	The Vendor shall ensure that call center abandonment rates do not exceed five (5) percent on a monthly basis.	Maximus agrees to continue to provide call center services so that call center abandonment rates do not exceed five percent on a monthly basis.
4.1.69	The Vendor must agree to provide overflow call center staff with no change in call handling quality or service levels, as described in § 4.1.66, in the event call handling capacity is exceeded at the primary call center. Such events may include, but are not limited to: 4.1.69.1 An MCO withdrawal/termination, 4.1.69.2 A significant adverse change in an MCO network (e.g., loss of a large clinical or hospital system), or 4.1.69.3 The transition of a new population into managed care	Maximus agrees to continue to provide overflow call center staff with no change in call handling quality or service levels, as described in CRFQ Section 4.1.66, in the event call handling capacity is exceeded at the primary call center. We understand such events may include but are not limited to: <ul style="list-style-type: none"> <li>■ An MCO withdrawal/termination</li> <li>■ A significant adverse change in an MCO network, such as loss of a large clinical or hospital system</li> <li>■ The transition of a new population into managed care</li> </ul>
4.1.70	The Vendor must agree to use the overflow call center staff when the primary call center is not able to answer calls within four (4) rings and to prevent enrollee hold times of beyond two (2) minutes	Maximus agrees to continue to use the overflow call center staff when the primary call center is not able to answer calls within four rings and to prevent enrollee hold times of beyond two minutes
4.1.71	The Vendor must have a minimum of three (3) years' experience in analysis, collections, reporting, and storage of data	With nearly 30 years' experience in analysis, collections, reporting, and storage of data in projects of similar scope to the Agency's, Maximus far exceeds the minimum requirement of three years' experience. See <i>Section 4.2.2</i> of our response for additional details.
4.1.72	The Vendor must agree to automatically reenroll an enrollee who has been disenrolled due to the loss of Medicaid eligibility within a 12 month period as discussed in 42 CFR § 438.56 (g) ( <a href="https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.56">https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-C/part-438/subpart-B/section-438.56</a> )	Maximus agrees to continue to automatically reenroll an enrollee who has been disenrolled due to the loss of Medicaid eligibility within a 12-month period, as discussed in 42 CFR § 438.56 (g)

## 4.2 Optional Requirements

4.2 Optional Contract Services and Deliverables: Contract Services for which the Agency reserves the right to implement during the life of this contract award.

Should the Agency decide to exercise its right to implement optional contract services and deliverables during the life of the contract as a result of this procurement, Maximus agrees to work with the Agency to implement and maintain such services. We confirm our commitment to implement these optional services below in *Exhibit 4.2-1: Maximus Compliance with Optional Contract Services*.



**Exhibit 4.2-1: Maximus Compliance with Optional Contract Services.**

RFP Requirement Number	Requirement	Maximus Will Comply
4.2.1	<p>The Vendor shall, at the Agencies request, implement a day-one enrollment process, whereby the member is auto-assigned on their first day of eligibility, with a choice enrollment period following the assignment for potential enrollees in accordance with 42 CFR § 438.54 as part of its response to this RFQ. (<a href="https://www.ecfr.gov/cgi-bin/textidx?SID=54456f1c514a85798272299161c6e115&amp;mc=true&amp;node=pt42.4.438&amp;rgn=div5#se42.4.438_154">https://www.ecfr.gov/cgi-bin/textidx?SID=54456f1c514a85798272299161c6e115&amp;mc=true&amp;node=pt42.4.438&amp;rgn=div5#se42.4.438_154</a>)</p> <p>4.2.1.1 The Vendor must agree to an implementation period of three (3) months upon written notification from the Agency</p>	<p>Maximus will work with the Agency, should it exercise its right to implement optional contract services, to implement and maintain a Day One enrollment process whereby the member is auto-assigned on their first day of eligibility, with a choice enrollment period following the assignment for potential enrollees, in accordance with 42 CFR § 438.54</p>
4.2.2	<p>The Vendor, shall at the Agencies request, implement a lock-in process of member enrollment as is described in 42 CFR 438.56(c) (<a href="https://www.ecfr.gov/cgi-bin/textidx?SID=1642a3a55651ac5236ed97e65a579d25&amp;mc=true&amp;node=pt42.4.438&amp;rgn=div5#se42.4.438_156">https://www.ecfr.gov/cgi-bin/textidx?SID=1642a3a55651ac5236ed97e65a579d25&amp;mc=true&amp;node=pt42.4.438&amp;rgn=div5#se42.4.438_156</a>)</p> <p>4.2.2.1 The Vendor must agree to an implementation period of three (3) months upon written notification from the Agency</p>	<p>Maximus will work with the Agency, should it exercise its right to implement optional contract services, to implement and support a lock-in process for member enrollment, as described in 42 CFR 438.56(c)</p>

**maximus**

## 5.0 Exceptions and Clarifications



## 5.0 EXCEPTIONS AND CLARIFICATIONS

### Instructions #11 Exceptions and Clarifications

The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

Maximus US Services, Inc. ("Maximus" or "Vendor") is pleased to submit our response to the West Virginia Department of Human Services (WVDoHS; formerly the Department of Health and Human Resources, DHHR) Bureau for Medical Services ("BMS", or "the Agency") in response to CRFQ #BMS2400000003, for Managed Care Enrollment Brokerage Services, (the "CRFQ").

In accordance with CRFQ Instructions to Vendors Submitting Bids, Section 11, Maximus notes the following exceptions, assumptions, and clarifications to the CRFQ terms and conditions and draft contract. Maximus does not condition BMS's acceptance of its response on agreement to these exceptions, assumptions and clarifications. Maximus only requests the opportunity to negotiate mutually acceptable final terms. Maximus understands and accepts that the final contract language must be acceptable to BMS and comply with applicable laws and regulations.

In the proposed modifications below, the blue underlined text represents added language, and the red ~~strikethrough~~ text represents a deletion of language.

### GENERAL TERMS AND CONDITIONS

Maximus requests exceptions to certain provisions of the General Terms and Conditions of the CRFQ as described herein. For ease of reference and consideration, we provide our requested changes in redline format with our rationale for the request.

#### I. Equitable Adjustment

Section 13, Pricing, of the General Terms and Conditions provides that pricing set forth herein is firm for the life of the Contract unless otherwise specified and there is no equitable adjustment clause in the CRFQ. Maximus requests that an equitable adjustment clause be added to the General Terms and Conditions to allow for fair price adjustments in instances where the basic assumptions under which the contract was executed and/or the response was submitted in response to the CRFQ have materially changed or have proven to be inaccurate:

**47. EQUITABLE ADJUSTMENT:** In the event that (a) the basic assumptions under which (i) the Contract was executed and/or (ii) the proposal was submitted in response to the CRFQ have materially changed or have proven to be inaccurate, or (b) a party wishes to make a change to the scope of the services, or (c) there has been a change to State or federal law, rules regulations, or policies (including, but not limited to laws, rules, regulations or policies affecting taxes, wage requirements, or data and information security), or (d) or there has been an incorrect wage determination, and, as a result of one or more of the foregoing there is a financial impact on Vendor, either party may issue a change request and the parties shall negotiate an amendment to the contract detailing the nature of the change and impact on the performance requirements and liabilities as well as an appropriate equitable adjustment to Vendor's price.

## II. Limitation of Liability

Placing a reasonable cap on our liability is a prudent business practice that we work with all of our clients to achieve in our contracts. It does not speak to our ability to, or confidence in, completing the services successfully. Further, bidding firms with a higher net worth are at a disadvantage and undertake higher risk than those firms of lower net worth. Limiting liability proportionally to the contract value does not create unreasonable risk for the BMS given Maximus' extensive experience and success in providing these services and its solid financial standing. Accordingly, Maximus requests the addition of a new Limitation of Liability clause to the General Terms and Conditions:

**48. LIMITATION OF LIABILITY:** To the extent allowed by law, in no event will Vendor's aggregate liability to the State under this Contract, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract, exceed the total contract value. Vendor will not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, or special damages.

## III. Force Majeure

A Vendor's performance should be excused in the event of unforeseeable circumstances that prevent performance. Accordingly, Maximus requests the addition of a Force Majeure clause, as follows:

**49. FORCE MAJEURE:** Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause that is beyond the reasonable control of such party.

## IV. Indemnification

Placing a reasonable limitation on indemnification is a prudent business practice that we work with all of our clients to achieve in our contracts. Accordingly, Maximus requests the following changes to Section 36. Indemnification:

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any third-party claims or losses proven direct damages arising from ~~for services rendered by the negligence or willful misconduct of~~ 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 proven direct damages arising from the negligence or willful misconduct~~ 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 State and Federal laws including, but not limited to, labor and wage and hour laws.

## **CRFQ SPECIFICATIONS**

### **Appendix A: Service Level Agreements (SLAs)**

Vendors should not be penalized for performance failures caused by circumstances outside of the Vendor's control. Accordingly, we request the following language be added to the bottom of Appendix A: Service Level Agreements (SLAs):

Financial penalties will not be assessed to the extent that, as determined by the State, Vendor's delay or failure to perform its obligations was caused by factors beyond the control of Vendor, including but not limited to acts of the State, other State vendors, and MCOs, and without any negligence of Vendor.

### **ASSUMPTIONS AND CLARIFICATIONS**

- I. Maximus has relied on the information provided in the CRFQ. Incorrect or incomplete information may require equitable adjustment.
- II. Maximus proposal assumes that the services required for the SDOH program are outlined in Specification Sections 4.1.34-.37 and that the SDOH Manager job description at Section 3.1.5. outlines skills the manager must have rather than specific service requirements.
- III. Maximus assumes that so long as the staff member fulfilling the SDOH Manager role is dedicated full-time to the MHT program it is acceptable for that staff member to have a dual role on the program, including as another key staff role. Specifically, we propose having the Outreach and Call Operations Manager also fill the SDOH Manager role and fulfill the responsibilities as outlined in Section 3.1.5 of the CRFQ's Specifications. As required for the SDOH position, our Outreach and Call Operations Manager has over seven (7) years' experience coordinating and managing project plans for outreach and education, currently coordinates and outreaches to community organizations, has over twenty years analyzing and collecting data and over twenty-five years of experience in the health insurance and government operations sectors. Her extensive experience with the West Virginia population in her current Enrollment Broker Services role will enable her to easily undertake the responsibilities of the SDOH manager.
- IV. Over the tenure of our Enrollment Broker Services partnership with BMS, Maximus has never used more than 200 Ad Hoc hours annually. Given this history, we have added 250% more hours annually in our PMPM rates that we believe more than covers Maximus if additional in scope work is needed. If the requested in scope hours exceed 500, Maximus realizes that we would be responsible for providing that service as agreed.
- V. Maximus proposal assumes that the Ad Hoc service hours provided for in the CRFQ are available for use only by BMS for work directly related to the specifications contained in the Contract such as updates to materials and existing service offerings. We further assume that major programmatic changes or additions to the scope of work in the specifications will be handled by an amendment to the agreement with a corresponding adjustment to pricing. For the avoidance of doubt, Maximus assumes the purpose of the Ad Hoc hours is not to be a vehicle to add unlimited scope to the Contract at the Ad Hoc rates.

**ADDITIONAL INFORMATION**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR MEDICAL SERVICES (BMS), WHICH INCLUDES THE WEST VIRGINIA MEDICAID PROGRAM AND THE WEST VIRGINIA CHILDREN'S HEALTH INSURANCE PROGRAM (WVCHIP), IS SOLICITING BIDS TO ESTABLISH A CONTRACT TO PROVIDE ENROLLMENT BROKER SERVICES FOR THE MOUNTAIN HEALTH TRUST (MHT) PROGRAM PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO				SHIP TO			
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US				HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Implementation-BMS			\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Implementation Costs-BMS: Staffing, Computer (including software), Facilities, Consulting Services, and Other Costs  
Implementation: 9/3/2024 - 12/2/2024

INVOICE TO				SHIP TO			
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US				HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
2	Base Year One- 1-450,000 Members			\$0.2938

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One-PMPM rate X 450,000 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
3	Base Year One- 450,001 -600,000 Members			\$0.2791

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One-PMPM rate X 600,000 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
4	Base Year One- 600,001 or More Members			\$0.2651

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One-PMPM rate X600,001 members X 9 Months  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
5	Optional Renewal Year One -1-450,000 Members			\$0.2938

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year One-PMPM rate X 450,000 members X 12 Months  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
6	Optional Renewal Year One - 450,001 -600,000 Members			\$0.2791

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year One-PMPM rate X 600,000 members X 12 Months  
Dates of service 9/03/2025-9/02/2026



INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
7	Optional Renewal Year One - 600,001 or More Members			\$0.2651

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year One-PMPM rate X 600,001 members X 12 Months  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
8	Optional Renewal Year Two - 1-450,000 Members			\$0.2938

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
Optional Renewal Year Two-PMPM rate X 450,000 members X 12 Months  
Dates of service 9/03/2026- 9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
9	Optional Renewal Year Two- 450,001 -600,000 Members			\$0.2791

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Two-PMPM rate X 600,000 members X 12 Months  
Dates of service 9/03/2026- 9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
10	Optional Renewal Year Two - 600,001 or More Members			\$0.2651

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Two-PMPM rate X 600,001 members X 12 Months  
Dates of service 9/03/2026- 9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
11	Optional Renewal Year Three-1-450,000 Members			\$0.2938

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Three-PMPM rate X 450,000 members X 12 Months  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
12	Optional Renewal Year Three - 450,001 -600,000 Members			\$0.2791

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Three-PMPM rate X 600,000 members X 12 Months  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
13	Optional Renewal Year Three - 600,001 or More Members			\$0.2651

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Three-PMPM rate X 600,001 members X 12 Months  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
14	Base Year One-Ad Hoc Hourly Rate Information Technology			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
15	Opt. Renewal Yr 1-Ad Hoc Hourly Rate Information Technology			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/03/2024-9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
16	Opt. Renewal Yr 2-Ad Hoc Hourly Rate Information Technology			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Two Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	
Line	Comm Ln Desc	Qty	Unit Issue Unit Price
17	Opt. Renewal Yr 3-Ad Hoc Hourly Rate Information Technology		\$0.00
Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Three Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	
Line	Comm Ln Desc	Qty	Unit Issue Unit Price
18	Base Year One-Ad Hoc Hourly Rate Non- Information Technology		\$0.00
Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Base Year One Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024 - 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
19	Opt.Renew.Yr1 -Ad Hoc Hrly Rate Non- Information Technology			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year One Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
20	Opt. Renewal Yr 2-Ad Hoc Hourly Rate Non- Information Tech			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Two Ad Hoc Hourly Rate Non-Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
21	Opt. Renewal Yr 3-Ad Hoc Hourly Rate Non-Information Tech			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

Optional Renewal Year Three Ad Hoc Hourly Rate Non-Information Technology

Estimated 5000 hours X hourly rate

Dates of service 9/03/2027-9/02/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
22	Implementation-WVCHIP Implementation Costs			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Implementation Costs-WVCHIP: Staffing, Computer (including software), Facilities, Consulting Services, and Other Costs

Implementation: 9/3/2024 - 12/2/2024



INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
23	WVCHIP: Base Year One- 1 - 20,000 Members			\$0.2938

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Base Year One-PMPM rate X 20,000 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
24	WVCHIP: Base Year One-20,001-25,000 members			\$0.2791

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Base Year One-PMPM rate X 25,000 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
25	WVCHIP: Base Year One- 25,001 Or More members			\$0.2651

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Base Year One-PMPM rate X 25,001 members X 9 Months  
Dates of service 12/03/2024 -9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
26	WVCHIP: Optional Renewal Y1 - 1 to 20,000 Members			\$0.2938

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year One-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
27	WVCHIP: Optional Renewal Year One-20,001-25,000 members			\$0.2791

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year One-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
28	WVCHIP: Optional Renewal Year One-25,001 Or More members			\$0.2651

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year One-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/03/2025 - 9/2/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
29	WVCHIP: Optional Renewal Year Two-1-20,000 members			\$0.2938

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
30	WVCHIP: Optional Renewal Year Two-20,001-25,000 members			\$0.2791

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
31	WVCHIP: Optional Renewal Year Two-25,001 or More members			\$0.2651

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year Two-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/3/2026 - 9/2/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
32	WVCHIP: Optional Renewal Year Three-1-20,000 members			\$0.2938

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year Three-PMPM rate X 20,000 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
33	WVCHIP: Optional Renewal Year Three-20,001-25,000 members			\$0.2791

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Three-PMPM rate X 25,000 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
34	WVCHIP: Optional Renewal Year Three-25,001 or More members			\$0.2651

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Three-PMPM rate X 25,001 members X 12 Months  
Dates of service 9/3/2027 - 9/2/2028

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
35	WVCHIP: Base YR 1-Ad Hoc Hourly Rate Information Technology			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Base Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 12/3/2024- 9/2/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
36	WVCHIP: Opt. Renew. Yr 1-Ad Hoc Hourly Rate Information Tech			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**  
WVCHIP Optional Renewal Year One Ad Hoc Hourly Rate Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
37	WVCHIP: Opt. Renew. Yr 2-Ad Hoc Hourly Rate Information Tech			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two Ad Hoc Hourly Rate Information Technology

Estimated 5000 hours X hourly rate

Dates of service 9/03/2026-9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
38	WVCHIP: Opt. Renew. Yr 3-Ad Hoc Hourly Rate Information Tech			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Three Ad Hoc Hourly Rate Information Technology

Estimated 5000 hours X hourly rate

Dates of service 9/03/2027-9/02/2028



INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
39	WVCHIP: Base Yr 1-Ad Hoc Hourly Rate Non- Information Tech.			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Base Year One Ad Hoc Hourly Rate Non-Information Technology

Estimated 5000 hours X hourly rate

Dates of service 12/03/2024 - 9/02/2025

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
40	WVCHIP:Opt.Renew.Yr1 -Ad Hoc Hrly Rate Non- Information Tech			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year One Ad Hoc Hourly Rate Non- Information Technology

Estimated 5000 hours X hourly rate

Dates of service 9/03/2025-9/02/2026

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
41	WVCHIP:Opt.Renew.Yr2 -Ad Hoc Hrly Rate Non- Information Tech			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Two Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2026-9/02/2027

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price
42	WVCHIP:Opt.Renew.Yr3 -Ad Hoc Hrly Rate Non- Information Tech			\$0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

**Extended Description:**

WVCHIP Optional Renewal Year Three Ad Hoc Hourly Rate Non- Information Technology  
Estimated 5000 hours X hourly rate  
Dates of service 9/03/2027-9/02/2028

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2024-02-14



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> Maximus US Services, Inc. 1600 Tysons Boulevard, Suite 1400 McLean VA 22102 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Zurich American Ins Co	16535
	<b>INSURER B:</b> XL Specialty Insurance Co	37885
	<b>INSURER C:</b> American Zurich Ins Co	40142
<b>INSURER D:</b> QBE Specialty Insurance Company	11515	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 570107401719**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0509621809	05/01/2024	05/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5096219 09	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			US00075267LI24A	05/01/2024	05/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC509621609 Deductible \$350,000 WC509621709 Wisconsin	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	<b>E&amp;O - Professional Liability - Primary</b>			100039892 Claims Made SIR applies per policy terms & conditions	08/01/2024	08/01/2025	Ea Occ/Agg \$10,000,000 SIR \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability policy, Network Interruption, Security & Privacy Liability and Media Content Liability included in E&O Liability policy. Severability of Interest Clause included under General Liability policy. RE: CRFQ for Managed Care Enrollment Brokerage Services, CRFQ #BMS2400000003. Certificate Holder is included as Additional Insured in accordance with policy provisions of General Liability, Automobile Liability, Umbrella Liability and Professional Liability policies. Waiver of Subrogation granted in favor of Certificate Holder in accordance with policy provisions of General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies. General Liability, Automobile Liability and Umbrella Liability policies, evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured in

**CERTIFICATE HOLDER****CANCELLATION**

WV DHHR Attn: Crystal Hustead, CPPB 350 Capitol Street, RM 251 Charleston WV 25301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central Inc.</i>

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Holder Identifier :

Certificate No : 570107401719

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Maximus US Services, Inc.	
POLICY NUMBER See Certificate Number: 570107401719			
CARRIER See Certificate Number: 570107401719	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

accordance with the policy's provisions. See Attached Addendum for Additional wording.



AGENCY CUSTOMER ID: 570000093922

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Maximus US Services, Inc.	
POLICY NUMBER See Certificate Number: 570107401719			
CARRIER See Certificate Number: 570107401719	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance**Notice of cancellation**

With respect to the General Liability, Automobile Liability and Workers' Compensation Policies:

A. If Zurich should cancel or non-renew this coverage Part (s) by written notice to the first Named Insured for any reason other than nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation or non renewal.

1. To the name and address corresponding to each person or organization shown in the Schedule; Certificate holders as required by written contract.

2. At least 60 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured.

3. If Zurich should cancel this Coverage Part (s) by written notice to the first Named Insured for nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation to the name and address for certificate holders where this is required by written contract, at least 10 days prior to the effective date of such cancellation.

B. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
07/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**PRODUCER**  
Aon Risk Services Central, Inc.  
Philadelphia PA office  
100 North 18th Street  
15th Floor  
Philadelphia PA 19103 USA

**CONTACT**  
NAME:  
PHONE  
(A/C. No. Ext): (866) 283-7122 FAX  
(A/C. No.): (800) 363-0105  
E-MAIL:  
ADDRESS:  
PRODUCER  
CUSTOMER ID #: 570000093922

**INSURED**  
Maximus US Services, Inc.  
1600 Tysons Boulevard, Suite 1400  
McLean VA 22102 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL Insurance America Inc	24554
INSURER B:	AXIS Insurance Company	37273
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

**CERTIFICATE NUMBER:** 570107401737

**REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CRFQ for Managed Care Enrollment Brokerage Services, CRFQ #BMS2400000003.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X	PROPERTY	US00078612PR24A	05/01/2024	05/01/2025	BUILDING	
		CAUSES OF LOSS				X PERSONAL PROPERTY	\$5,000,000
		BASIC				BUSINESS INCOME	
		BROAD				EXTRA EXPENSE	
						RENTAL VALUE	
	X	SPECIAL				BLANKET BUILDING	
		EARTHQUAKE				BLANKET PERS PROP	
		WIND				BLANKET BLDG & PP	
		FLOOD					
	X	Loss Limit Ded				X Loss Limit	\$10,000,000
		INLAND MARINE	TYPE OF POLICY				
		CAUSES OF LOSS	POLICY NUMBER				
		NAMED PERILS					
B	X	CRIME	P00100064849104	08/01/2024	08/01/2025	X Employee Dishonesty	\$5,000,000
		TYPE OF POLICY Crime - Primary	SIR applies per policy terms & conditions			X Deductible	\$500,000
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Property policy.

## CERTIFICATE HOLDER

WV DHHR  
Attn: Crystal Hustead, CPPB  
350 Capitol Street, RM 251  
Charleston WV 25301 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central Inc.*

Holder Identifier :

CERTIFICATE NUMBER: 570107401737