

**Name of Associate:** Cenveo hereafter referred to as  
the Print Vendor

**Name of Covered Entity Agency(ies):** The West Virginia Public Employees Insurance Agency (PEIA), ACCESS West Virginia (the Office of the West Virginia Insurance Commissioner - ACCESS WV), and the West Virginia Children's Health Insurance Program (WV CHIP)

Describe the PHI. If not applicable please indicate the same.

Per 45 CFR, Part 160.103

Health information means any information, whether oral or recorded in any form or medium, that:

- (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

- (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - (i) That identifies the individual; or
  - (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected health information means individually identifiable health information:

- {1} Except as provided in paragraph (2) of this definition, that is:
  - (i) Transmitted by electronic media;
  - (ii) Maintained in electronic media; or
  - (iii) Transmitted or maintained in any other form or medium.

The information provided to the Business Associate, pursuant to the Agreement for the purpose(s) of providing printing services and management to the Plan(s) will include the minimum necessary to perform the services thereunder and will specifically include, but may not be limited to:

- a) PEIA member/policy holder name(s) and address(es) needed to print and mail Plan document(s) and/or communication(s) pieces.
- b) PEIA member/dependent name(s) and address(es) needed to print and mail Plan document(s) and/or communication(s) pieces on an as needed basis.
- c) PEIA policy member and/or dependent policy numbers that will be converted into a bar code format and/or other cipher format for use in bar coding and/or optical character recognition required print job(s).
- d) Such member name(s) and/or address(es) may be attached to specific situations and/or medical condition(s) and/or communication(s) pieces such as, but not necessarily limited to: diabetes, weight management, eligibility, retirement, prescription benefits, etc.

  
\_\_\_\_\_  
Printing Vendor Representative

5/26/16  
\_\_\_\_\_  
Date

APPENDIX C

VENDOR QUALIFICATIONS AND EXPERIENCE

Reference #1 Name:	Mylan
Contact person:	Dave Callahan
Position:	
Address :	
City, State Zip:	
Telephone Number:	919-323-0480
Fax Number:	
E-mail address:	<a href="mailto:DCallahan@mylanbertek.com">DCallahan@mylanbertek.com</a>
Project Name:	IPLEDGE
Project Description - please provide details of the project, e.g. did the project involve bar coding, pre-sorting, binding, mailing(s), tabbing, etc.	<p>Working with PricewaterhouseCoopers and a consortium of pharmaceutical manufacturers, Cenveo developed an ongoing FDA-monitored risk management program for a pharmaceutical product in which a daily file feed is delivered to our system from a third-party managed website.</p> <p>The files are batched and processed via ERP, where the orders are automatically converted into production orders to be picked, kitted and shipped same day.</p> <p>Cenveo has consistently exceeded required SLAs through the duration of the program, and reports on cost savings on a monthly basis. Patient, Pharmacy and Healthcare Provider compliance and engagement have increased substantially.</p>
Project date(s):	
Total Number of Pieces:	
List any and/or all subcontractors who were assigned to the scope of work. If no subcontractor(s) were used, state that, "All work was performed by the vendor ."	All work was performed by the vendor.

APPENDIX C

VENDOR QUALIFICATIONS AND EXPERIENCE

Reference #2 Name:	Campbell Alliance
Contact person:	Adam Martin
Position:	Engagement Manager
Address:	601 Gateway Boulevard
City, State Zip:	South San Francisco, CA
Telephone Number:	(650) 589-7400 X6129
Fax Number:	(650) 589-7401
E-mail address:	
Project Name:	
Project Description - please provide details of the project, e.g. did the project involve bar coding, pre-sorting, binding, mailing(s), tabbing, etc.	<p>Campbell Alliance is a healthcare consulting firm that manages a stakeholder communication program for a group of pharmaceutical manufacturers.</p> <p>Cenveo's program includes the secure distribution of stakeholder letters, with daily and weekly file feeds into a secure environment, and outputting personalized on-demand communications; as well as kit &amp; pack, shipping/mailing and</p>
Project date(s):	
Total Number of Pieces:	
list any and/or all subcontractors who were assigned to the scope of work. If no subcontractor(s) were used, state that, "All work was performed by the vendor."	All work was performed by the vendor.

APPENDIX C

VENDOR QUALIFICATIONS AND EXPERIENCE

Reference #3 Name:	Centene
Contact person:	John Lee
Position:	Senior Director, Marketing and
Address :	7711 Carondelet
City, State Zip:	St. Louis, MO 63105
Telephone Number:	
Fax Number:	
E-mail address:	
Project Name:	
Project Description - please provide details of the project, e.g. did the project involve bar coding, pre-sorting, binding, mailing(s), tabbing, etc.	<ul style="list-style-type: none"> <li>• Provide open enrolment and ongoing eligibility mailings for 14 different health plans and states</li> <li>• Manage MEDICARE Annual Notice of Change and MEDICARE Open Enrollment Documents</li> <li>• Managed ANOC print/mailings for 5 of the 6 states in which Medicare programs ran</li> <li>• Manage Duals for OH and SC</li> </ul>
Project date(s):	
Total Number of Pieces:	
List any and/or all subcontractors who were assigned to the scope of work. If no subcontractor(s) were used, state that, "All work was performed by the vendor."	All work was performed by the vendor.

APPENDIX C

VENDOR QUALIFICATIONS AND EXPERIENCE

OPTIONAL REFERENCES -NOT REQUIRED

Reference #4 Name:	Texas WIC
Contact person:	Lorise Grimball
Position:	Team Lead, Publishing
Address:	
City, State Zip:	
Telephone Number:	512 341-4746
Fax Number:	
E-mailaddress:	
Project Name:	
Project Description - please provide details of the project, e.g.did the project involve bar coding, pre-sorting, binding,mailing(s), tabbing,etc.	
Project	
Total Number of Pieces:	
List any and/or all subcontractors who were assigned to the scope of work. If no subcontractor(s) were used, state that, "All work was performed by the vendor."	All work was performed by the vendor.

APPENDIX C

VENDOR QUALIFICATIONS AND EXPERIENCE

OPTIONAL REFERENCES -NOT REQUIRED

Reference #5 Name:	GPO
Contact person:	Denise L. Przybylowicz
Position:	Publishing Specialist
Address:	1531 Connally St., Ste. 2,
City, State Zip:	San Antonio, TX 78236
Telephone Number:	210-675-1480
Fax Number:	210-675-2429
E-mailaddress:	<a href="mailto:dprzybylowicz@gpo.gov">dprzybylowicz@gpo.gov</a>
Project Name:	
Project Description - please provide details of the project, e.g.did the project involve bar coding, pre-sorting, binding,mailing(s), tabbing,etc.	
Project	
Total Number of Pieces:	
List any and/or all subcontractors who were assigned to the scope of work. If no subcontractor(s) were used, state that, "All work was performed by the vendor."	All work was performed by the vendor.

## 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/yr/agencyli.htm>.
  - 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. 111th 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. PHIDescribed. 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)(i) 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/otlir/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 HIPANHITECH, 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 HIPANHITECH 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: \_\_\_\_\_

Name of Associate: Bill Silverstein

Signature: \_\_\_\_\_

Signature: *Bill Silverstein*

Title: \_\_\_\_\_

Title: Vice President Managed Health

Date: \_\_\_\_\_

Care \_\_\_\_\_

Form- WVBAA-012004  
Amended 06.26.2013

Date: 5/25/16

APPROVTOFORMTHISZJ.,n .  
DAYOf!c:=-&

IV **CS:F**

## State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §SA-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

**b** Application is made for 2.5% vendor preference for the reason checked:  
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

**D** Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

**D** Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

**D** Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

**D** Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

Application is made for 5% vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

**CJ** Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

Application is made for 3.5% vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

**D** Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

8 = \_\_\_\_\_

Date: 5/26/16

Signed: Bill Schuster

Title: \_\_\_\_\_



## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Public Employees Insurance Agency (PEIA) to establish an Open-End contract for printing and mailing services.
2. **DEFINITIONS:** The terms listed in this solicitation shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Business Associate" means an entity that provides an administrative function and/or service on behalf of a covered entity as defined in 45 CFR §§164.502(E), 164.504(E), 164.532(D) and (E) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
  - 2.2 "Contract Services" means printing and mailing services.
  - 2.3 "HIPAA" means the Health Insurance Portability and Accountability act of 1996.
  - 2.4 "PDF" means Portable Document Format, the standard Adobe format for data information exchange.
  - 2.5 "PEIA" means the WV Public Employees Insurance Agency, a Covered Entity.
  - 2.6 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is attached and referred hereto as Exhibit "A".
  - 2.7 "CRFQ" means the official Centralized Request for Quotation published by the Purchasing Division.
  - 2.8 "OCR" means Optical Character Recognition.
  - 2.9 "USPS" means United States Postal Service.
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
  - 3.1 Have experience related to the contract services contained within this CRFQ as evidenced by submitting at least three (3) verifiable references from previous and/or current customers that identify the type(s) of work performed. Vendors must complete and submit Appendix C – Vendor Qualifications and Experience table with their bid verifying that they meet the Qualification requirements below.

- 3.1.1 Must possess the equipment for and have experience with printing and sorting at least three (3) projects within the past five (5) years (2011 to 2016) with job volumes that range from approximately 30,000 to 135,000.
- 3.1.2 Must possess the equipment for and have experience with printing and binding at least three (3) projects containing multiple page documents within the past five (5) years (2011-2016) with job volumes that range from approximately 30,000 to 135,000.
- 3.1.3 Must possess and have experience with enclosing, tabbing and bar-coding equipment on at least three (3) projects within the past five (5) years (2011 to 2016) with job volumes that range from approximately 3,000 to 135,000, including a shown experience in presort capability for the purpose of obtaining postage discounts, e.g. pre-sorted standard, bulk, catalog, etc., in accordance with USPS regulations.
- 3.1.4 Have experience with at least three (3) projects within the past five (5) years (2011 to 2016) which are OCR compatible.
- 3.1.5 Have sufficient staffing and operators capable of completing contract services contained within this CRFQ, including the identification of all subcontractors who may perform any of the scope of work related to this CRFQ.
- 3.1.6 Must be able to receive and process large address files in common format(s), e.g. Excel, csv, etc. through a secure File Transfer Protocol site (SFTP).
- 3.1.7 Must have experience providing printing services as a Business Associate of a Covered Entity as defined in 45 CFR §§164.502(e), 164.504(e), 164.532(d) and (e) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 3.1.8 Vendor must sign the attached West Virginia State Government HIPAA Business Associate Addendum and the corresponding Appendix A prior to award.

#### **4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below for each of the specific

project types listed in Sections 4.1.1 through 4.1.16, as well as the general requirements set forth in Sections 4.2 through 4.12.

#### 4.1.1 State Shoppers Guide

4.1.1.1 State Shoppers Guide must be 8.5 inch x 11 inch; 20# bond (white), 50# offset (white), or 30# newsprint interior; 20# bond (white) or 50# offset (white) cover.

4.1.1.2 State Shoppers Guide will be approximately 64 pages.

4.1.1.3 State Shoppers Guide will have two (2) color cover with full bleed on front.

4.1.1.4 State Shoppers Guide will contain two (2) colors inside.

4.1.1.5 State Shoppers Guide may contain some greyscale photos.

4.1.1.6 State Shoppers Guide will be saddle stitched on the 11 inch side of page.

4.1.1.7 State Shopper's Guide estimated quantity will be 60,000 copies

4.1.1.8 Vendor is responsible for preparing mailing for a percentage of the documents at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston, WV. The balance of documents not mailed will be delivered to PEIA.

4.1.1.9 Vendor will deliver the completed, addressed document to the post office no later than ten (10) business days following approval of the final proof.

#### 4.1.2 Non-State Shoppers Guide

4.1.2.1 Non-State Shoppers Guide must be 8.5 inch x 11 inch; 20# bond (white), 50# offset (white), or 30# newsprint interior; 20# bond (white) or 50# offset (white) cover.

4.1.2.2 Non-State Shoppers Guide will be approximately 64 pages.

4.1.2.3 Non-State Shoppers Guide will have two (2) color cover with full bleed on front.

4.1.2.4 Non-State Shoppers Guide will contain two (2) colors inside.

4.1.2.5 Non-State Shoppers Guide may contain some greyscale photos.

4.1.2.6 Non-State Shoppers Guide will be saddle stitched on the 11 inch side of page.

4.1.2.7 Non-State Shopper's Guide estimated quantity will be 10,000 copies

4.1.2.8 Vendor is responsible for preparing mailing for a percentage of the documents at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston, WV. The balance of documents not mailed will be delivered to PEIA.

4.1.2.9 Vendor will deliver the completed, addressed documents to the post office no later than five (5) business days following approval of the final proof.

#### 4.1.3 State Summary Plan Description (Plans A, 8 and D)

4.1.3.1 State Summary Plan Description must be 8.5 inch x 11 inch; 20# bond (white), 50# offset (white), or 30# newsprint interior; 20# bond (white) or 50# offset (white) cover.

4.1.3.2. State Summary Plan Description will be approximately 100 pages

4.1.3.3 State Summary Plan Description will have two (2) color cover with full bleed on front cover.

4.1.3.4 State Summary Plan Description interior colors will be black plus one.

4.1.3.5 State Summary Plan Description will contain ten (10) signatures with full bleeds on inside pages.

4.1.3.6 State Summary Plan Description may contain greyscale photos.

4.1.3.7 State Summary Plan Description will be saddle stitched on the 11 inch side of page.

4.1.3.8 State Summary Plan Description estimated quantity will be 60,000 copies.

4.1.3.9 Vendor is responsible for preparing mailing for a percentage of the documents at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston, WV. The balance of documents not mailed will be delivered to PEIA.

4.1.3.10 Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

#### 4.1.4 Non-State Summary Plan Description (Plans A, B and D)

4.1.4.1 Non-State Summary Plan Description must be 8.5 inch x 11 inch; 20# bond (white), 50# offset (white), or 30# newsprint interior; 20# bond (white) or 50# offset (white) cover.

4.1.4.2. Non-State Summary Plan Description will be approximately 100 pages

4.1.4.3 Non-State Summary Plan Description will have two (2) color cover with full bleed on front cover.

4.1.4.4 Non-State Summary Plan Description interior colors will be black plus one.

4.1.4.5 Non-State Summary Plan Description will contain ten (10) signatures with full bleeds on inside pages.

4.1.4.6 Non-State Summary Plan Description may contain greyscale photos.

4.1.4.7 Non-State Summary Plan Description will be saddle stitched on the 11 inch side of page.

4.1.4.8 Non-State Summary Plan Description estimated quantity will be 10,000 copies.

4.1.4.9 Vendor is responsible for preparing mailing for a percentage of the documents at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston, WV. The balance of documents not mailed will be delivered to PEIA.

4.1.4.10 Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

#### 4.1.4 Summary Plan Description (Plan C)

4.1.5.1 Summary Plan Description must be 8.5 inch x 11 inch; 20# bond (white), 50# offset (white), or 30# newsprint interior; 20# bond (white) or 50# offset (white) cover.

4.1.5.2 Summary Plan Description will be approximately 92 pages.

4.1.5.3 Summary Plan Description will have two (2) color cover with full bleed on front cover.

4.1.5.4 Summary Plan Description interior colors will be black plus one.

4.1.5.5 Summary Plan Description will contain ten (10) signatures with full bleeds on inside pages.

4.1.5.6 Summary Plan Description may contain greyscale photos.

4.1.5.7 Summary Plan Description will be saddle stitched on the 11 inch side of page.

4.1.5.8 Summary Plan Description estimated quantity will be 1,500 copies.

4.1.5.9 Vendor is responsible for preparing mailing for a percentage of the documents at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston, WV. The balance of documents not mailed will be delivered to PEIA.

**4.1.5.10** Vendor will deliver the completed, addressed documents to the post office no later than five (5) business days following approval of the final proof.

#### **4.1.6 Medicare Shoppers Guide**

**4.1.6.1** Medicare Shoppers Guide must be 8.5 inch x 11 inch; 20# bond (white), 50# offset (white), or 30# newsprint interior; 20# bond (white) or 50# offset (white) cover.

**4.1.6.2** Medicare Shoppers Guide will contain approximately 16 pages.

**4.1.6.3** Medicare Shoppers Guide will have two (2) color cover with full bleed on front cover.

**4.1.6.4** Medicare Shoppers Guide will contain two (2) colors inside.

**4.1.6.5** Medicare Shoppers Guide may contain greyscale photos.

**4.1.6.6** Medicare Shoppers Guide will contain two (2) signatures with full bleed on the inside pages.

**4.1.6.7** Medicare Shoppers Guide will be saddle stitched on the 11 inch side of page.

**4.1.6.8** Medicare Shopper's Guide estimated quantity will be 43,000 copies

**4.1.6.9** Vendor is responsible for preparing mailing for a percentage of the documents at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston, WV. The balance of documents not mailed will be delivered to PEIA.

**4.1.6.10** Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

#### **4.1.7 Medicare Advantage Plan Booklet**

**4.1.7.1** Medicare Advantage Plan Booklet must be 8.5 inch x 11 inch; 20# bond (white), 50# offset (white), or 30# newsprint interior; 20# bond (white) or 50# offset (white) cover.

**4.1.7.2** Medicare Advantage Plan Booklet will contain approximately 20 pages.

**4.1.7.3** Medicare Advantage Plan Booklet will have two (2) color cover with full bleed on front cover.

4.1.7.4 Medicare Advantage Plan Booklet interior will contain two colors (black plus one).

4.1.7.5 Medicare Advantage Plan Booklet will contain two signatures with full bleed on inside pages.

4.1.7.6 Medicare Advantage Plan Booklet may contain greyscale photos.

4.1.7.7 Medicare Advantage Plan Booklet will be saddle stitched on the 11 inch side of page.

4.1.7.8 Medicare Advantage Plan Booklet estimated quantity will be 36,000 copies

4.1.7.9 Vendor is responsible for preparing mailing for a percentage of the documents at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston, WV. The balance of documents not mailed will be delivered to PEIA.

4.1.7.10 Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

#### 4.1.8 Special Medicare Plan Booklet

4.1.8.1 Special Medicare Plan Booklet must be 8.5 inch x 11 inch; 20# bond (white), 50# offset (white), or 30# newsprint interior; 20# bond (white) or 50# offset (white) cover.

4.1.8.2 Special Medicare Plan Booklet will contain approximately 64 pages.

4.1.8.3 Special Medicare Plan Booklet will have two (2) color cover with full bleed on front cover.

4.1.8.4 Special Medicare Plan Booklet interior will contain two (2) colors (black plus one)

4.1.8.5 Special Medicare Plan Booklet will contain up to two (2) signatures with full bleeds on inside pages.

4.1.8.6 Special Medicare Plan Booklet may contain greyscale photos.

4.1.8.7 Special Medicare Plan Booklet will be saddle stitched on 11 inch, side of page.

4.1.8.8 Special Medicare Plan Booklet estimated quantities are 3,000 annually

4.1.8.9 Vendor is responsible for preparing mailing for a percentage of the documents at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston, WV. The balance of documents not mailed will be delivered to PEIA.

4.1.8.10 Vendor will deliver the completed, addressed documents to the post office no later than five (5) business days following approval of the final proof.

4.1.9 Regulatory Compliance documents needed to meet Patient Protection Affordable Care Act; IDPAA; IDTECH requirements and/or regulations necessary in the operation(s) of the PEIA Plan(s)- Up to five (5) per Plan year.

4.1.9.1 Document(s) must be 8.5 inch x 11 inch one sided, up to four pages, one color (black) on 20# white bond or 50# offset paper.

4.1.9.2 Document(s) may require barcodes and/or OCR compatible font merged into letter and form.

4.1.9.3 Document(s) estimated quantities are between 40,000 and 135,000 copies

4.1.9.4 Vendor is responsible for preparing mailing at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston, WV.

4.1.9.5 Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

4.1.10 Public Hearing Postcards

4.1.10.1 Public Hearing Postcards must be 6 inch x 9 inch yellow 65# cover stock.

4.1.10.2 Public Hearing Postcards will be one color (black) on both sides.

4.1.10.3 Public Hearing Postcards estimated quantities are 97,000 annually.

4.1.10.4 Vendor is responsible for preparing mailing for a percentage of the postcards at lowest possible postage cost on PEIA's mailing permit, delivering to the post office in Charleston, WV. The balance of documents not mailed will be delivered to PEIA.

4.1.10.5 Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

4.1.11 Confirmation Letters



4.1.11.1 Confirmation Letters must be 8.5 inch x 11 inch, one page, one sided, one color (black) on 20# white bond or 50# offset paper.

4.1.11.2 Confirmation Letters include variable data that must be merged into letter.

4.1.11.3 Confirmation Letters include #10 window envelopes, one color (black).

4.1.11.4 Confirmation Letters estimated quantities are 60,000 annually.

4.1.11.5 Letters will be addressed and mailed at lowest possible postage cost on PEIA's mailing permit, delivered to the post office in Charleston.

4.1.11.6 Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

#### 4.1.12 Premium and Benefit Assistance Letters/Applications

4.1.12.1 Premium and Benefit Assistance Letters/Applications must be 3.5 inch x 8.5 inch finished size (14 inch x 17 inch, folded three times and tabbed), 24# bond (white) or 60# offset (white) paper.

4.1.12.2 Premium and Benefit Assistance Letters/Applications will have separate address files for letters/applications to be sent to the Medicare and non-Medicare retirees, respectively.

4.1.12.3 Premium and Benefit Assistance Letters/Applications estimated quantities are 42,000 annually.

4.1.12.4 Vendor is responsible for preparing mailing for a percentage of the postcards at lowest possible postage cost on PEIA's mailing permit, delivering to the post office in Charleston, WV. The balance of documents not mailed will be delivered to PEIA.

4.1.12.5 Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

#### 4.1.13 **ms** 1095-B Letters and Forms

4.1.13.1 IRS 1095-B Letters and Forms must be 8.5 inch x 11 inch, up to four pages, one sided, one color (black) on 20# white bond or 50# offset paper.

4.1.13.2 IRS 1095-B Letters and Forms include variable data that must be merged into letter and form.

**4.1.13.3** IRS 1095-B Letters and Forms include #10 window envelopes, one color (black).

**4.1.13.4** IRS 1095-B Letters and Forms estimated quantities are 65,000 annually.

**4.1.13.5** Letters will be addressed and mailed at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston.

**4.1.13.6** Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

#### **4.1.14 Newsletters**

**4.1.14.1** Newsletters must be 8.5 inch x 11 inch, up to eight pages, two sided, one color (black) on 20# white bond or 50# offset paper.

**4.1.14.2** Newsletters estimated quantities are 85,000.

**4.1.14.3** Vendor is responsible for preparing mailing for a percentage of the postcards at lowest possible postage cost on PEIA's mailing permit, delivering to the post office in Charleston, WV. The balance of documents not mailed will be delivered to PEIA.

**4.1.14.4** Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

#### **4.1.15 Healthy Tomorrows Reporting Forms**

**4.1.15.1** Healthy Tomorrows Forms must be 8.5 inch x 11 inch, four pages, one sided, one color (black) on 20# white bond or 50# offset paper.

**4.1.15.2** Healthy Tomorrows Reporting Forms require barcodes and OCR compatible font merged into letter and form.

**4.1.15.3** Healthy Tomorrows Reporting Forms include #10 window envelopes, one color (black).

**4.1.15.4** Healthy Tomorrows Reporting Forms estimated quantities are 70,000.

**4.1.15.5** Letters will be addressed and mailed at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston.

**4.1.15.5** Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

#### **4.1.16 Program Mailings**

**4.1.16.1** Program mailings consists of an open-ended number of small mailings occurring throughout the year to sub-communities of PEIA members.

**4.1.16.2** Program Mailings must be 8.5 inch x 11 inch, up to four pages, one sided, one color (black) on 20# white bond or 50# offset paper.

**4.1.16.3** Program Mailings may contain variable data that must be merged into letter and form.

**4.1.16.4** Program Mailings include #10 window envelopes, one color (black).

**4.1.16.5** Program Mailings estimated quantities are 300-10,000 per run.

**4.1.16.6** Vendor is responsible for preparing mailing at lowest possible postage cost on PEIA's mailing permit, and delivering to the post office in Charleston, WV.

**4.1.16.7** Vendor will deliver the completed, addressed documents to the post office no later than ten (10) business days following approval of the final proof.

**4.2 Paper Stock:** Requested paper stock is specified for each item listed. If a vendor intends to bid with an alternative weight/grade of paper than listed in these specifications, paper substitution information must be listed on Pricing Page "Appendix B" and a sample must be approved by the WV PEIA Communications Director before contract is awarded. Sample of paper must be provided by vendor upon request before final awarding of contract. Same approved paper must be used for the entire length of the contract. If paper becomes unavailable for the equipment necessary to complete the job, a substitute paper sample must be submitted and approved by the WV PEIA Communications Director prior to use.

**4.3** Vendor understands that: 1) sections 4.1.1 through 4.1.8 generally run one time per year, but may be subject to reprints, and 2) sections 4.1.9 through 4.1.16 will be ordered an unspecified number of times during the contract term as the PEIA plan requires.

**4.4** Each job will require three (3) proofs, which will be submitted to PEIA prior to the job completion deadline. PEIA staff will review and approve or submit change/modifications to the vendor. Price shall take into account the need for changes/modifications between

the first proof and the final proof. See Section 4.8 with regard to the submissions required under this section.

- 4.5** Vendor shall provide a sample of ten (10) completed, addressed documents to PEIA for projects that consist of applying an address to a mail piece prior to mailing. PEIA staff will review and approve or submit change/modifications to the vendor for the completed mail pieces prior to release of the job to the post office. Price shall take into account the cost incurred by the vendor to verify addresses with the USPS. See 4.6 with regard to the submissions required under this section.
- 4.6** Vendor shall supply postage paperwork (USPS form 3602s) attached to invoice when submitted to the PEIA Procurement Officer for payment of contract services.
- 4.7** Vendor shall supply a copy of the final print document in .PDF format within two (2) business days of project completion to the PEIA communications department. See 4.8 with regard to the submissions required under this section.
- 4.8** All required physical submissions, proofs, samples, and copies shall be submitted to PEIA via trackable/traceable commercial courier, e.g. FedEx, UPS, DHL, USPS Priority/Next Day, etc.. Proofs, samples, and copies will be sent to:

Jan Powell, Communications Manager  
West Virginia Public Employees Insurance Agency  
601 57th Street, SE, Suite 2  
Charleston, West Virginia 25304

All required PDF submissions shall be submitted to PEIA via e-mail. Submissions will be sent to:

Jan Powell, Communications Manager  
[Janice.L.Powell@wv.gov](mailto:Janice.L.Powell@wv.gov)

- 4.9** Vendor agrees and understands that all quantities and page numbers listed are estimates based on PEIA's past work volumes and anticipated future work volumes, and are subject to change for reasons including, but not limited to: member sign-up for e-documentation, higher than anticipated participation in PEIA programs in future years, and state and/or federal regulations requiring information distribution to some or all PEIA members. Vendor agrees to abide by the prices agreed to for the duration of the contract term regardless of any changes.
- 4.10** Vendor agrees and understands that any and/or all mailing list(s) and/or PEIA member information submitted by PEIA to the Vendor is/are the sole property of PEIA. Vendor understands that such list(s) is/are to be kept strictly confidential and not subject to sale, re-sale, outside distribution, re-disclosure and/or further release.

4.11 Vendor agrees and understands that any contract awarded from this solicitation shall be governed by the laws of the State of West Virginia regardless of any other state(s) and/or federal conflicting statute(s).

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Sheet: Vendor should complete the Pricing Sheet included as Appendix B to submit project costs. Vendor should complete the Pricing Sheet by inserting Unit Measurement Cost and Extended Cost for each section listed in Section 4. Failure to complete the Pricing Sheet in its entirety may result in Vendor's bid being disqualified.

Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS) portal.

6. PERFORMANCE: Vendor and Agency shall 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 shall perform in accordance with the release orders that may be issued against this Contract.
7. PAYMENT: Agency shall pay as shown on the Pricing Sheets – Appendix "B", for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. TRAVEL: Vendor shall 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 shall 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.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

#### 10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
  - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
  - 10.1.2. Failure to comply with other specifications and requirements contained herein.
  - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
  - 10.2.1. Cancellation of the Contract.
  - 10.2.2. Cancellation of one or more release orders issued under this Contract.
  - 10.2.3. 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 should list its Contract manager and his or her contact information below. If an alternate Contract contact will be designated as well, please provide their contact information.

Contract Manager: Bill Silverstein  
Telephone Number: 203-944-0241  
Fax Number: 203-595-3070  
Email Address: Bill.Silverstein@cenvco.com

APPENDIX B  
PRICING PAGE

The cost shall include all project costs including travel, meals, etc. Information on each item can be found in the corresponding item number of the Specifications. The bidder shall submit the cost proposal in the following format:

Item	Description of Project	Unit of Measure	Unit Cost	Estimated Qty.*	Extended Cost**	Comments
4.1.1	State Shopper's Guide	1000 pieces	\$ 412.47	60	\$ 24,748	64pg self cover, 50# offset, 75% mail / 25%
4.1.2	PEIA Shoppers Guide (Non-State Agencies)	1000 pieces	\$ 755.70	10	\$ 7,557	64pg self cover, 50# offset, 75% mail / 25% carton pack
4.1.3	State Summary Plan Description (Plans A, B, and D)	1000 pieces	\$ 633.43	60	\$ 38,006	100pg self cover, 50# offset, 75% mail / 25% carton pack
4.1.4	Non-State Summary Plan Description (Plans A, B, and D)	1000 pieces	\$ 1,129.50	10	\$ 11,295	100pg self cover, 50# offset, 75% mail / 25% carton pack
4.1.4	Summary Plan Description (Plan C)	1000 pieces	\$ 3,230.67	1.5	\$ 4,846	92pg self cover, 50# offset, 75% mail / 25%
4.1.5	Medicare Shoppers Guide	1000 pieces	\$ 162.53	43	\$ 6,989	16pg self cover, 50# offset, 75% mail / 25%
4.1.6	Medicare Advantage Plan Booklet	1000 pieces	\$ 226.25	36	\$ 8,145	20pg self cover, 50# offset, 75% mail / 25%
4.1.7	Special Medicare Plan Booklet	1000 pieces	\$ 1,558.00	3	\$ 4,674	64pg self cover, 50# offset, 75% mail / 25%
4.1.8	Regulatory Compliance Documents	1000 pieces	\$ 131.96	45	\$ 5,938.20	
4.1.8	Regulatory Compliance Documents	1000 pieces	\$ 111.34	80	\$ 8,907.20	
4.1.8	Regulatory Compliance Documents	1000 pieces	\$ 106.72	110	\$ 11,739.20	
4.1.8	Regulatory Compliance Documents	1000 pieces	\$ 104.30	135	\$ 14,080.50	
4.1.9	Public Hearing Postcards	1000 pieces	\$ 96.30	97	\$ 9,341.10	95% mail, 5% carton pack and ship
4.1.10	Confirmation Letters	1000 pieces	\$ 72.00	60	\$ 4,320.00	
4.1.11	Premium and Benefit Assistance	1000 pieces	\$ 39.34	42	\$ 1,652.28	95% mail, 5% carton pack and ship
4.1.12	IRS 1095-B Letters and Forms	1000 pieces	\$ 116.40	65	\$ 7,566.00	
4.1.13	Newsletters	1000 pieces	\$ 80.51	85	\$ 6,843.35	95% mail, 5% carton pack and ship
4.1.14	Healthy Tomorrows	1000 pieces	\$ 116.53	70	\$ 8,157.10	
4.1.15	Special Program Mailings one sheet into #10	100 pieces	\$ 150.31	3	\$ 450.92	
4.1.15	Special Program Mailings one sheet into #10	100 pieces	\$ 91.28	5	\$ 456.41	
4.1.15	Special Program Mailings one sheet into #10	100 pieces	\$ 47.54	10	\$ 475.42	
4.1.15	Special Program Mailings one sheet into #10	100 pieces	\$ 13.08	50	\$ 654.20	
4.1.15	Special Program Mailings one sheet into #10	100 pieces	\$ 9.11	100	\$ 911.40	

4.1.15	Special Program Mailings two sheets into #10	100 pieces	\$ 152.68	3	\$ 458.04	
4.1.15	Special Program Mailings two sheets into #10	100 pieces	\$ 93.65	5	\$ 468.25	
4.1.15	Special Program Mailings two sheets into #10	100 pieces	\$ 49.74	10	\$ 497.40	
4.1.15	Special Program Mailings two sheets into #10	100 pieces	\$ 14.89	50	\$ 744.50	
4.1.15	Special Program Mailings two sheets into #10	100 pieces	\$ 10.87	100	\$ 1,087.00	
4.1.15	Special Program Mailings three sheets into	100 pieces	\$ 16.08	3	\$ 48.24	
4.1.15	Special Program Mailings three sheets into	100 pieces	\$ 99.31	5	\$ 496.55	
4.1.15	Special Program Mailings three sheets into	100 pieces	\$ 53.39	10	\$ 533.90	
4.1.15	Special Program Mailings three sheets into	100 pieces	\$ 17.10	50	\$ 855.00	
4.1.15	Special Program Mailings three sheets into	100 pieces	\$ 12.87	100	\$ 1,287.00	
4.1.15	Special Program Mailings four sheets into #10	100 pieces	\$ 16.41	3	\$ 49.23	
4.1.15	Special Program Mailings four sheets into #10	100 pieces	\$ 10.21	5	\$ 51.05	
4.1.15	Special Program Mailings four sheets into #10	100 pieces	\$ 55.59	10	\$ 555.90	
4.1.15	Special Program Mailings four sheets into #10	100 pieces	\$ 18.90	50	\$ 945.00	
4.1.15	Special Program Mailings four sheets into #10	100 pieces	\$ 14.62	100	\$ 1,462.00	

\*Quantities listed are Estimates only - see Specifications item 4.7 for more details.

\*\* Per Run - Each item may have multiple annual runs.