



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.

Header 5

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 285511

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0506

Vendor ID:

SO Doc ID: WSH1700000003

Legal Name: RealMed Corporation

Published Date: 4/25/17

Alias/DBA:

Close Date: 5/3/17

Total Bid: \$44,470.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 5

Total of All Attachments: 5



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

State of West Virginia
Solicitation Response

Proc Folder : 285511

Solicitation Description : ADD #1 - CLEARINGHOUSE SERVICES PATIENT ACCOUNTS

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-05-03 13:30:00	SR 0506 ESR05031700000005283	1

VENDOR

VS0000004056

RealMed Corporation

Solicitation Number: CRFQ 0506 WSH1700000003

Total Bid : \$44,470.00

Response Date: 2017-05-03

Response Time: 11:49:23

Comments: Availity is pleased to be able to propose Clearinghouse Services to the State of West Virginia. We have attached files that incorporate all requested information, executed where appropriate. Where necessary, Availity has proposed alternative language for both the BAA and the T&Cs. Those proposed revisions are contained in the same file with the State's original document. Thank you again for the opportunity to submit a bid for Sharpe Memorial Hospital.

FOR INFORMATION CONTACT THE BUYER

April Battle
(304) 558-0067
april.e.battle@wv.gov

Signature on File

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	Installation/One Tme Installation				\$2,500.00

Comm Code	Manufacturer	Specification	Model #
84111506			

Extended Description : 4.1.1 INSTALLATION/ONE TIME INSTALLATION

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Software Lease				\$0.00

Comm Code	Manufacturer	Specification	Model #
84111506			

Extended Description : 4.1.2 Software Lease

Comments: No software lease required.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Electronic Claims Submission				\$20,160.00

Comm Code	Manufacturer	Specification	Model #
84111506			

Extended Description : 4.1.3 ELECTRONIC CLAIMS SUBMISSION

Comments: \$0.74 per claim up to 36,000 claims annually.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Electronic Insurance Eligibility and Benefit Verification				\$0.00

Comm Code	Manufacturer	Specification	Model #
84111506			

Extended Description : 4.1.4 ELECTRONIC INSURANCE ELIGIBILITY AND BENEFIT VERIFICATION

Comments: Included

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Electronic and Hardcopy Statement Processing				\$18,750.00

Comm Code	Manufacturer	Specification	Model #
84111506			

Extended Description : 4.1.5 ELECTRONIC AND HARDCOPY STATEMENT PROCESSING

Comments: \$0.75 per first page plus \$.10 per second page. Fee quoted is based on volume provided assuming first page only. Any second page fees would be in addition.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Electronic Remittance Advise (ERA)				\$0.00

Comm Code	Manufacturer	Specification	Model #
84111506			

Extended Description : 4.1.6 ELECTRONIC REMITTANCE ADVISE (ERA)

Comments: Included

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Hardcopy Claims Primary Payer				\$1,200.00

Comm Code	Manufacturer	Specification	Model #
84111506			

Extended Description : 4.1.7 HARDCOPY CLAIMS PRIMARY PAYER

Comments: \$0.60 per paper claim.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Hardcopy Claims Secondary Payer				\$1,860.00

Comm Code	Manufacturer	Specification	Model #
84111506			

Extended Description :	4.1.8 HARDCOPY CLAIMS SECONDARY PAYER
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Comments: 0.62 per one page claim+EOB, plus \$.25 per additional page. Fee quoted is based on volume provided assuming first page only. Any second page fees would be in addition.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 20, 2017, at 3:00 PM EST

Submit Questions to: April Battle, Buyer 22

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: april.e.battle@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Clearinghouse Services Patient Accounts
BUYER: April Battle, Buyer 22
SOLICITATION NO.: CRFQ 0506 WSH1700000003
BID OPENING DATE: May 3, 2017
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical
☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: May 3, 2017, at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: This Contract becomes effective on _____ award _____ and extends for a period of one (1) year(s).

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 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. 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 thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **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.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

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 below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:

☐ **Automobile Liability Insurance** in at least an amount of: _____

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: _____

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

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9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

N/A

for _____.

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.

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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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 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.

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 § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to 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: 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.

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.

Revised 04/07/2017

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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

31. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

32. 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.

33. 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. 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.

34. 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.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. 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.requisitions@wv.gov.

42. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

43. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. 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

d. 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.

44. 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.

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.

	Colleen Wood, Regional VP
(Name, Title)	Colleen Wood, Regional VP
(Printed Name and Title)	510 E 96th St, Suite 400, Indianapolis, IN 46240
(Address)	((919) 422-4241
(Phone Number) / (Fax Number)	colleen.wood@availity.com
(email address)	

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

RealMed Corporation

(Company)



(Authorized Signature) (Representative Name, Title)

Justin Threet, Controller

(Printed Name and Title of Authorized Representative)

May 2, 2017

(Date)

Phone: (904) 470-4900 - Fax: N/A

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 0506 WSH1700000003

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.

RealMed Corporation

Company



Authorized Signature

May 2, 2017

Date

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

SOLICITATION NUMBER: CRFQ WSH170000003

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ WSH170000003 ("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: To provide answers to questions submitted by vendors during the solicitation process.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Addendum #1 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WSH1700000003

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 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.

RealMed Corporation

Company



Authorized Signature

May 2, 2017

Date

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

**WSH170000003
ADDENDUM #1**

VENDOR QUESTIONS:

QUESTION #1: Because this is a Request for Quotation (RFQ), there does not appear to be a place on the forms to be submitted that allow space to describe our company's capabilities beyond submitting a price quote to provide the services requested. Does the State want us to include company background, history, etc. in some place within our submittal?

ANSWER #1:

The price quote should be for the services requested on the RFQ only. The State will not be able to purchase any additional services offered by a vendor not specified in the RFQ under this solicitation. Section 3 of the RFQ indicates:

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

- 2.1.** Technician experience in the use and installation of the system provided (three [3] years minimum) must be provided prior to award.
- 2.2.** List of three (3) clients for whom service has been provided for a period of three (3) years or more must be provided prior to award."

The vendor will be required to provide the documentation needed to show they meet these qualifications prior to any award being made. This documentation can be submitted with the bid.

QUESTION #2: Under section 13. Registration, there is indication that prior to award we must be registered with the West Virginia Purchasing Division and that there may be a fee of \$125 for that registration (indicates "if applicable"). Do we need to register to submit our quote if we are sending in hard copy? We are assuming not based on the RFQ's language, but we just would like to confirm.

ANSWER #2: Correct, a vendor does not have to be registered to submit a bid regardless of whether the quote is submitted via wvOASIS or hard copy form.

QUESTION #3: Regarding the quantity of claims submitted, can you please provide further background re the types of medical claims and the payers being submitted to? This is important information related to the pricing given that some payers pay rebates when submitted to electronically, some have no rebates (upside) or fees (downside), and then finally some payers have a charge for submitting claims to them.

ANSWER #3:

Bill Types for Institutional fees are 112 – Initial Bill, 113 – 2nd bill through last bill before discharge, 114 – Discharge Bill, 111 – Used when all bills are printed together, and 117 – Used for a corrected or rebilled claim.

We bill professional fees on a HCFA 1500 form. Most used CPT codes used are:

- 90792 – Initial Evaluation
- 99221 – Initial Hospital Care 30 minutes or less
- 99222 – Initial Hospital Care 31-50 minutes
- 99223 – Initial Hospital Care 51-70 minutes
- 99231 – Medical Daily Care 15 minutes
- 99232 – Medical Daily Care 25 minutes
- 99233 – Medical Daily Care 35 minutes
- 99238 – Discharge Day Management
- 99239 – Discharge Day Management
- 90832 – Individual Therapy 20-30 minutes
- 90834 – Individual Therapy 45-50 minutes
- 90837 – Individual Therapy 75-80 minutes
- 90853 – Group Therapy
- 96116 – Neurobehavioral Status Exam
- 96118 – Neuropsychological Battery

The Insurance Companies that we bill are: WV Chips, AARP, Acordia National PEIA, Aetna Life and Casualty, Aetna Medicare, Aetna Better Health, Anthem BC/BS, Beacon Health Strategies, Blue Cross Wheeling, Carelink Health Plan, Champus Tri Care, ChampVA, Cigna Health Care, Cigna, Commercial Insurance, Coventry Health Care, Coventry Medicare, Freedom Blue, Free Care, Forensic, Avantara Freedom, Health Plan, The Health Plan, Health Smart Benefit Solutions, Health Scope Benefits, Humana, Palmetto GBA, Medicare Part B, Mountain Health Trust, Molina Healthcare, Mail Handlers Benefit Plan, Premaria BC/BS, Mental Health Network, 4 Most Starmark, Mutual Of Omaha, Wells Fargo, Unicare, United Behavioral Health, UMW Health & Retirement Fund, United Health Care, Value Options (HCA), Value Options, and Workers Compensation.

The following revisions/additions are proposed related to the State of West Virginia's Solicitation/Contract:

ADDENDUM TO THE SOLICITATION/CONTRACT

This Addendum to the Solicitation/Contract (this "Addendum"), effective _____, 2017 (the "Addendum Effective Date"), is entered into by and between **RealMed Corporation**, ("Vendor") and **the State of West Virginia** ("Agency"), and amends the General Terms and Conditions of the Solicitation/Contract, with a bid opening date of May 3, 2017 (the "Solicitation/Contract"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Solicitation/Contract. This Addendum is attached to and incorporated into the Solicitation/Contract. In case of any conflict between this Addendum and the Solicitation/Contract regarding the subject matter herein, the parties agree that this Addendum shall control.

RECITALS

WHEREAS, the parties desire to modify the terms of the Solicitation/Contract in certain respects;

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Solicitation/Contract as follows:

AGREEMENT

1. The General Terms and Conditions of the Solicitation/Contract is amended by adding the following new Sections at the end of the General Terms and Conditions:

45. ANNUAL LICENSING FEES:

(i) American Medical Association: *Vendor will pay the Annual AMA Licensing Fees for up to five (5) Users (as defined below). Annual AMA Licensing Fees apply only to active Users who are creating, defining, maintaining and testing edits using the Advanced Claims Editing Service and who do not have a current license with the AMA to use CPT codes. Vendor reserves the right to increase the Annual AMA Licensing Fees per User upon increase of annual licensing fees by the AMA. Annual AMA Licensing Fees may be prorated and invoiced monthly at Vendor's discretion.*

Total Number of Users:	
Fee for First Five (5) Users (or any portion thereof):	\$0.00
Fee for Additional Users (over the first five (5) Users) at \$14.00 per User:	\$

(ii) American Hospital Association ("AHA") UB-04 Billing Code Manual Licensing: OFFICIAL UB-04 DATA SPECIFICATIONS MANUAL, Current Year, is copyrighted by American Hospital Association ("AHA"), Chicago, Illinois. No portion of OFFICIAL UB-04 MANUAL may be reproduced, sorted in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without prior express, written consent of AHA.

46. ADVANCED CLAIMS EDITING SERVICE:

(i) Licensing. CPT codes are copyrighted material owned by the American Medical Association ("AMA"). CPT codes may not be provided or forwarded to Agency unless an appropriate license agreement with the AMA has been entered into for such use. If Agency initials Box A, the Agency warrants that it

has a licensing agreement with the AMA for its products and will pay all royalties and licensing fees for the use of CPT codes within the application directly to the AMA. The AMA defines a "User" as "an individual who directly accesses CPT data in a product or, in the case where CPT is embedded in a product and not directly accessible, relies on embedded CPT data to perform the individual's intended function with the product or its output." If Agency has subscribed to and is using the Advanced Claims Editing Services and does not initial Box A, Vendor shall pay the AMA's current fee per User for the first five (5) Users to the AMA and Vendor shall charge Agency for any such fees beyond the initial five (5) Users. Vendor reserves the right to increase the Annual AMA Licensing Fees per User upon increase of annual licensing fees by the AMA, in an amount not to exceed the amount of increase established by the AMA. Annual AMA Licensing Fees may be prorated and invoiced monthly at Vendor's discretion.

Box A

Agency initials here if
Agency has current AMA
license in effect.

(ii) Advanced Claims Editing Services Disclaimer. Vendor disclaims responsibility for any errors in the Advanced Claims Editing Services and for any consequences attributable to or related to any use, nonuse or interpretation of information contained in or not contained in the Advanced Claims Editing Services, except that Vendor will confirm and, if necessary, repair, cause to be repaired or otherwise correct errors. If the Advanced Claims Editing Services are defective, contains errors, or are not intact, Vendor shall provide correction and/or replacement. Vendor does not state or claim to Agency that Vendor guarantees or warranties the Advanced Claims Editing Services in any manner that is inconsistent or beyond the warranties provided herein.

(iii) Advanced Claims Editing Services Ownership and Proprietary Rights. Vendor grants Agency a license to use the either one or both of the component services of the Advanced Claim Editing Services as indicated herein. The parties acknowledge that Vendor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights and shall retain title and all other ownership and proprietary rights in and to the Advanced Claims Editing Services and information developed by Vendor in connection with its performance of services to Agency under this Amendment, including, without limitation, any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications to the Vendor application and any custom modifications made by Vendor. Such ownership and proprietary rights shall include, without limitation, any and all rights in and to patents, trademarks, copyrights, and trade secret rights. Vendor and Agency agree that the Advanced Claims Editing Services are not "work made for hire" for Agency within the meaning of U.S. Copyright Act 17 U.S.C. Section 101. No party shall take any acts inconsistent with the foregoing.

(iv) Advanced Editing Content Service Pricing. The pricing for the Advanced Editing Content Service set forth on Page 1 of this Agreement assumes that the number of content edited claims will not exceed the total number of claims submitted to Vendor's standard HRCM product. If the number of claims exceeds one-hundred percent (100%) of the total claims volume, Vendor and Agency shall mutually agree in writing to an acceptable upcharge. If an agreement cannot be reached within thirty (30) days of notice from Vendor, Vendor may terminate the Advanced Editing Content Service.

(v) Advanced Authoring Tool Service Migration of Edits. If Agency has subscribed to the Advanced Authoring Tool Service, at Agency's request, Vendor will migrate existing custom edits into the Advanced Authoring Tool on behalf of the Agency and manage the transition of those edits into the Advanced Authoring Tool for mutually agreed upon fees.

47. THIRD PARTY SOFTWARE AND SERVICES AND USE LIMITATIONS: In providing the Services, Vendor may rely upon software ("Third Party Software") licensed by Vendor from certain third party and/or services obtained from third parties (e.g., a Telecommunication Service Provider ("TSP")). Agency agrees to abide by any limitations and all terms and conditions required by vendors of Vendor,

including payers, EDI clearinghouses, Third Party Software vendors, providers of services such as eligibility, TSPs and ISPs. Any breach by Agency of the terms and conditions of a Third Party Software license agreement shall be deemed to be a breach of this Agreement. Vendor's Third Party Software agreements can be accessed at: www.realmed.com/thirdparty.

48. LIMITED WARRANTY AND LIMITATION OF LIABILITY: EXCEPT AS PROVIDED IN THIS AGREEMENT, VENDOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND VENDOR SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The warranties provided in this Agreement shall not apply if: (a) the Services have been misused or exposed to corrupted data, corrupted software or computer viruses; (b) the Agency has used the Services other than in accordance with the documentation prepared and supplied by Vendor; and/or (c) Agency used the Services in combination with any product, software, and/or hardware not specified by Vendor in the applicable documentation. Vendor makes no warranties of any kind regarding any Third Party Software or peripheral service providers. REGARDLESS OF THE LEGAL THEORY OF THE CLAIM, VENDOR'S MAXIMUM LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT AGENCY HAS PAID VENDOR UNDER THIS AGREEMENT DURING THE PAST TWELVE (12) MONTH PERIOD. NEITHER VENDOR NOR AGENCY SHALL BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING LOSSES RELATING TO DATA OR DATA INTEGRITY OR FOR ANY DAMAGES THAT MAY OCCUR TO DATA OR BUSINESS RELATIONSHIPS). Any action against Vendor or Agency must be brought within twelve (12) months after Agency or Vendor, as applicable, first becomes aware of the injury or the cause of action. The previous sentence constitutes an irrevocable waiver of all claims Agency or Vendor has against the other party and is an absolute bar to the institution of any action that is not brought within such 12-month time period against the other party. Agency acknowledges that Vendor has set its prices and entered into this Agreement in reliance on the limitations of liability specified in this Section.

49. PAYER TERMS AND CONDITIONS: As a condition to allowing Vendor to provide certain information, health care insurance plans ("Payers") may require Agency to consent to certain terms and conditions pertaining to electronic exchange of health care information, including, but not limited to an Electronic Payment Agreement. Agency hereby agrees to abide by any such Payer terms and conditions, including any required Electronic Payment Agreement, set forth at www.realmed.com/thirdparty.

50. USER ACCESS AND SECURITY: Agency is responsible for all acts or omissions by Agency's users of the Availity RCM application, and for any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, or demands of any kind or nature by or on behalf of any person, party, or governmental authority incurred by Availity RCM as a result of Agency's or Agency's user's use of the Availity RCM application. Agency is solely responsible for (1) maintaining the strict confidentiality of the IDs and passwords assigned to Agency and Agency's users; (2) instructing Agency's users to not allow another person to use users' IDs or passwords to access the Availity RCM application or the Services, and (3) any charges, damages, or losses that may be incurred or suffered as a result of Agency's or Agency's users' failure to maintain the strict confidentiality of users' IDs and/or Passwords.

51. WORKERS COMPENSATION CLAIMS SERVICE ACCESS: Agency understands that the Workers Compensation Claims Service described herein is provided by Vendor in cooperation with an independent workers compensation service vendor ("WC Vendor"). Consequently, Agency hereby authorizes Vendor to allow WC Vendor to have access to PHI used in the Availity RCM application solely to support Agency's payment, treatment and health care operations and as otherwise permitted by applicable law, including the Health Information Portability and Accountability Act of 1996. Notwithstanding the foregoing, nothing herein shall be construed to place WC Vendor or Vendor in a relationship of partners or

joint venturers. Agency acknowledges that WC Vendor's employees are not employees, agents or legal representatives of Vendor and that Vendor's employees are not employees, agents or legal representatives of WC Vendor. WC Vendor's employees have no authority or power, expressed or implied, to obligate or bind Vendor in any manner whatsoever or to waive or amend this Addendum or the Solicitation/Contract or any portion of this Addendum or the Solicitation/Contract.

2. **Effect of Amendment.** Except as set forth in this Addendum, all other terms and conditions of the Solicitation/Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum by their duly authorized officers as of the Addendum Effective Date.

RealMed Corporation

State of West Virginia

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Pricing Page

Description/Equipment	Quantity Annual Estimated	Cost Per Each	Annual Cost
ORIGINAL PRICING – UPDATE TO PROPOSED			
4.1.1 Installation/one time installation (to include installation, technical support, onsite training, testing)	1 each	\$2500.00	\$2500.00 / one time charge
4.1.2 Software Lease/monthly (to include maintenance, payer changes, software enhancements, routine releases, license)	12 months	N/A	N/A
4.1.3 Electronic Claims Submission	27,500 each	\$0.74	\$20,160.00 (up to 36K claims annually)
4.1.4 Electronic Insurance Eligibility and Benefit Verification	2,750 each	Included	Included
4.1.5 Electronic and Hardcopy Statement Processing	25,000 each	\$0.75 first page / \$0.10 second page	\$18,750.00 + second page fees
4.1.6 Electronic Remittance Advise (ERA)	120 each	Included	Included
4.1.7 Hardcopy Claims Primary Payer	2,000 each	\$0.60	\$1,200.00
4.1.8 Hardcopy Claims Secondary Payer	3,000 each	\$0.62 (One page claim plus EOB) /\$0.25 each add'l page	\$1,860.00
Grand Total			\$44,470.00

Evaluation and Award Criteria: Contract shall be awarded to the Vendor that provides the contract items and services meeting the required specifications for the lowest overall Grand Total.

RealMed Corporation
Vendor Name (Printed)

510 E 96th St, Suite 400, Indianapolis, IN 46240
Purchase Order Address

P. O. Box 844793, Dallas, TX 75284-4793
Vendor Remit-To Address:

Justin Threet
Vendor Authorized Representative (Printed)


Signature _____ Date _____

(904) 470-4900 N/A
Telephone Fax

justin.threet@availity.com
E-mail

The following revisions are proposed to the State of West Virginia's Business Associate Agreement:

Addendum to the WV State Government HIPAA Business Associate Addendum

This Addendum to the WV State Government HIPAA Business Associate Addendum ("Business Associate Addendum") is entered into by and between RealMed Corporation ("RealMed"), and the State of West Virginia ("State") and is incorporated into and made a part of the Business Associate Addendum. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Business Associate Addendum.

RECITALS

WHEREAS, the parties desire to modify the terms of the Business Associate Addendum in certain respects;

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Business Associate Addendum as follows:

AGREEMENT

1. The first sentence of Section 2(c) is revised as follows:

Except as otherwise limited in this Addendum, the Associate may use or disclose PHI to third parties for the purpose of its own proper management and administration...

2. The first two sentences of Section 3(h) are deleted in their entirety and replaced with the following:

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 of the PHI which the Associate creates or receives on behalf of the Agency, agree to restrictions and conditions that are substantially similar to those which apply to the Associate hereunder.

3. The parties acknowledge and agree that any audit or access to RealMed's records by State or State's subcontractor shall be pursuant to RealMed's reasonable confidentiality and security practices.

4. The parties acknowledge and agree that the breach notification requirements contained in Section 3.1 are modified to be "no later than two (2) business days."

5. Except as set forth in this Addendum to the Business Associate Addendum, all other terms and conditions of the Business Associate Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Business Associate Addendum by their duly authorized officers as of the last date below.

RealMed Corporation

State of West Virginia

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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. 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. **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 and,

unless otherwise directed by the Agency in writing, the Office of Technology at 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 a 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: _____

Name of Associate: RealMed Corporation

Signature: _____

Signature: *Justin Thurt*

Title: _____

Title: Corporate Controller

Date: _____

Date: 4/4/2016

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jun 20 13
Patrick Morrissey
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: _____

Name of Agency: _____

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

REQUEST FOR QUOTATION
CRFQ 0506 WSH1700000003
Clearinghouse Services Patient Accounts

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources, Bureau of Health and Health Facilities, William R. Sharpe, Jr. Hospital to establish an open-end contract to provide all application software, install, support, remote statement processing, employee training, and anything incidental to provide a fully integrated clearinghouse service for electronic claims submission to all major insurance carriers, participating payers, serviced by William R. Sharpe, Jr. Hospital, 936 Sharpe Hospital Road, Weston, WV 26452.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1- "Provisions Required for Federally Funded Procurements."

- 2. DEFINITIONS:** The terms listed below shall 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 service contract to provide all application software, install, support, remote statement processing, and anything incidental to provide a fully integrated clearinghouse service for electronic claims submission to all major insurance carriers, participating payers, serviced by William R. Sharpe, Jr. Hospital as more fully described in these specifications.

2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Item or Services. Vendors may also submit bids using the Vendor-Self-Serve/West Virginia (VSS/WV) Oasis website and insert pricing on the commodity lines. <https://prod-fin-vss.wvoasis.gov/webapp/prdvs11/AltSelfService> to submit online bids.

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

2.4 "Patcom" is our complete report database in which we utilize various daily, weekly, monthly and quarterly reports from the information gathered by Keane E-Z Access database.

2.5 "NTT Data (fka Keane Network Solutions)" is our database in which we maintain Long term residents' patient demographics, insurance information, monitor Accounts Receivables (A/R) and Bad Debt (B/D) receivables through various revenue cycles, post payments, refunds, and generate CMS UB04 billing files, generate data mailer files and monitor level of healthcare provided to each patient.

REQUEST FOR QUOTATION
CRFQ 0506 WSH1700000003
Clearinghouse Services Patient Accounts

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

3.1. Technician experience in the use and installation of the system provided (three [3] years minimum) must be provided prior to award.

3.2. List of three (3) clients for whom service has been provided for a period of three (3) years or more must be provided 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.

4.1.1 Installation

4.1.1.1 Vendor must furnish all application software, support, and anything incidental to perform all testing and installation. Vendor shall provide, install, and support all software applications for this project for 100% turnkey installation including any software required to make the clearinghouse and remote statement processing operational at the hospital.

4.1.1.2 Installation, training and support shall be provided by technician experienced in the use and installation of the system provided or by software manufacturers approved service representatives. Vendor will guarantee all technicians are experienced.

4.1.1.3 It is also the vendor's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the installation. Do not proceed until nonconforming conditions have been corrected.

4.1.1.4 Vendor shall provide standard technical support Monday through Friday, 8:00 a.m. to 4:00 p.m. Eastern Standard Time (EST) except on Federal and West Virginia State holidays (New Year's Day, Martin Luther King, Jr., Presidents Day,

REQUEST FOR QUOTATION
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Election Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve). Technical support shall be provided at no additional charge.

- 4.1.1.5** Vendor shall provide standard technical telephone support to solve operation or technical problems.
- 4.1.1.6** Vendor shall provide standard technical support response from support personnel within two (2) hours of service request.
- 4.1.1.7** Vendor shall provide standard technical support for loading of application software release updates and operating system updates.
- 4.1.1.8** Vendor warrants the performance of the system and/or service they provide according to specifications. Vendor shall coordinate the install and testing with the Patient Accounting Manager and existing Keane System for interface.
 - 4.1.1.8.1** Nippon Telegraph and Telephone (NTT Data (fka Keane E-Z Access) is William R. Sharpe, Jr. Hospital's database in which we maintain patient demographics, Insurance information, monitor Accounts Receivables (A/R) and Bad Debt (B/D) receivables through various revenue cycles, post payments, refunds, generate Centers for Medicare and Medicaid Services (CMS) Uniform Bill 04 (UB04) and CMS 1500 billing files, generate data mailer files and monitor level of healthcare provided to each patient
 - 4.1.1.8.2** NTT Data (fka Keane Network Solutions) is our database in which we maintain Long term residents' patient demographics, insurance information, monitor Accounts Receivables (A/R) and Bad Debt (B/D) receivables through various revenue cycles, post payments, refunds, and generate CMS UB04

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billing files, generate data mailer files and monitor level of healthcare provided to each patient.

4.1.1.9 Vendor shall provide the Patient Accounting Manager with a time schedule for completed installation and testing. Vendor may begin to submit monthly invoices to William R. Sharpe, Jr. Hospital when installation is completed in its entirety and vendor is able to interface with insurance carriers (West Virginia Medicaid Molina, West Virginia Unicare Medicaid, Coventry Health Plan, Coventry Cares of West Virginia Medicaid, The Health Plan, Medicare Part A, Medicare Part B, Acordia Children's Health Insurance Plan (CHIP), Acordia Public Employee Insurance Association (PEIA), Acordia National, United Healthcare, Humana Medicare, Aetna, Blue Cross, Freedom Blue Medicare, Coventry Medicare Advantage and other insurance providers as applicable) and approved by William R. Sharpe, Jr. Hospital.

4.1.1.10 Vendor will provide all technical and software onsite training for up to twenty five (25) William R. Sharpe, Jr. Hospital employees after installation and quarterly thereafter for the duration of the contract. Vendor shall work with current software vendor (Quadax Inc.), Keane, and Patient Accounting Manager on the set up and testing of the system.

4.1.1.11 All software and claim transmission testing shall be complete and approved within thirty (60) calendar days, after receipt of the approved purchase order.

4.1.2 Software

4.1.2.1 In the event of changes in the federal and/or state mandated regulatory billing standards, and/or payer-required changes to format within the contract period, the vendor shall make mandated regulatory changes to the software including but not limited to operating parameters or network settings at no additional cost.

4.1.2.2 The vendor shall provide all enhancements, routine releases to the software. If a fee is associated with the mandated

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regulatory changes, the vendor shall quote the charge fee within this bid.

4.1.2.3 Vendor shall secure and provide adequate user license required for the hospital billing staff for up to twenty five (25) users.

4.1.2.4 Any additional terms and conditions required by the vendor regarding the software must be submitted prior to the award of the contract.

4.1.3 Claims Submission

4.1.3.1 Vendor will warrant that all claim submissions will be in compliance with both federal and state HIPAA regulations.

<http://www.hhs.gov/ocr/privacy/>

<http://www.privacy.wv.gov/HIPAA/Pages/default.aspx>

Vendor must sign and adhere to West Virginia State Government HIPPA Business Associate Addendum.

4.1.3.2 All data transmitted to clearinghouse for electronic claims submission shall be the property of the hospital at all times and shall be acknowledged by the vendor upon acceptance of a contract to be the property of the hospital.

4.1.3.3 Vendor shall act as a clearinghouse for electronic claims submission to all major insurance carriers, including but not limited to: West Virginia Medicaid Molina, West Virginia Unicare Medicaid, Coventry Health Plan, Coventry Cares of West Virginia Medicaid, The Health Plan, Medicare Part A, Medicare Part B, Acordia Children's Health Insurance Plan (CHIP), Acordia Public Employee Insurance Association (PEIA), Acordia National, United Healthcare, Humana Medicare, Aetna, Blue Cross, Freedom Blue Medicare, Coventry Medicare Advantage and other insurance providers as applicable and approved by William R. Sharpe, Jr. Hospital.

4.1.3.4 Vendor will process all automated transactions from delivering UB-04 CMS-1450 and Office of Management and Budget - 0938-1197 (OMB-0938-1197) FORM 1500 claims to the appropriate insurance carrier into the specific format required by the insurance carrier to reporting back to the sender on any warnings, errors, and claim adjudication messages.

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4.1.3.5 Vendor must provide the hospital on-line statement viewing, customized statement options, ability to demand reprinting of prior statements and reporting to sender on processed claims.

4.1.3.6 Vendor shall send test claims and obtain approval of test claims with listed insurance carriers prior to actual live transmissions.

4.1.3.7 Vendor shall guarantee all automated UBO4 and CMS1500 transactions will be delivered to the select insurance carriers into the specific format required by the health plan payer in conformance with the contract documents.

4.1.3.8 Vendor shall guarantee reporting to the Patient Accounting Department on any warnings, errors, and claim adjudication messages as well as accepted claim reporting.

4.1.4 Insurance Eligibility and Benefit Verification

4.1.4.1 Vendor shall provide automated real-time insurance eligibility and benefit verification.

4.1.5 Statement Processing

4.1.5.1 Vendor will warrant all statement processing will be in compliance with both federal and state HIPAA regulations.

<http://www.hhs.gov/ocr/privacy/>

<http://www.privacy.wv.gov/HIPAA/Pages/default.aspx>

Vendor must sign and adhere to West Virginia State Government HIPPA Business Associate Addendum.

4.1.5.2 Vendor shall act as a remote statement processor for printing, sorting, folding, stuffing, and first class mailing of monthly patient statements.

4.1.5.3 All data transmitted to the clearinghouse for remote statement processing shall be the property of the hospital at all times and shall be acknowledged by the vendor upon acceptance of a contract to be the property of the hospital.

4.1.6 Electronic Remittance Advise (ERA)

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4.1.6.1 Vendor shall retrieve ERA for payers that have available and make accessible to the facility in a format acceptable to the Keane system.

4.1.7 Hardcopy Claims Primary Payer

4.1.7.1 Vendor shall provide hardcopy claims print and mail service as needed by the facility.

4.1.8 Hardcopy Claims Secondary Payer

4.1.8.1 Vendor shall provide secondary claim and Explanation of Benefits (EOB) hardcopy claims print and mail service as needed by the facility.

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 Page: Vendor should complete their bid by providing a Cost Per Each for the Commodity or Service Lines on the Request for Quotation. Vendor should multiply their Cost Per Each price by the quantity in the Quantity Annual Estimated column to determine the amount in the Annual Cost column. The amounts in the Annual Cost column should be added together to determine the Grand Total. Vendor should provide bids for all commodity lines as failure to do so may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

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 in accordance to amounts on the pricing page, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract.

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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.

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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. Immediate cancellation of the Contract.

10.2.2. Immediate 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.

Contract Manager: Colleen Wood

Telephone Number: (919) 622-4241

Fax Number: N/A

Email Address: colleen.wood@availity.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: RealMed Corporation

Authorized Signature: *Justin Thurt* Date: May 2, 2017

State of Florida

County of Duval, to-wit:

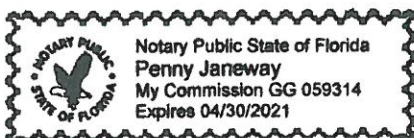
Taken, subscribed, and sworn to before me this 2 day of May, 2017.

My Commission expires 4/30, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

Penny Janeway
Purchasing Affidavit (Revised 08/01/2015)



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-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.

1. 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**,
- ☐ 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;
- ☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- ☐ 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:

- ☐ 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:

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. 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:

- ☐ 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**,

6. 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.

- ☐ 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) rescind the contract or purchase order; 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.

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.

Bidder: RealMed Corporation

Signed: _____

Date: May 2, 2017

Title: Controller