
**RFQ – BCF12046
WEB-BASED CASE REVIEW SYSTEM**

For the:

**State of West Virginia
Department of Health and Human Resources
Bureau of Children and Families**



Submitted to:

**Roberta Wagner
WV Purchasing Division
2019 Washington Street E
Building 15
Charleston, WV 25305-0130**

March 12, 2012

RECEIVED
2012 MAR 13 AM 9:57
WV PURCHASING
DIVISION



Table of Contents

Table of Contents	2
Pricing Page (Exhibit A).....	4
Responsibilities of the Vendor	5
Mandatory Requirements	8
Current/Prior Experience (Exhibit B).....	11
Expertise of Personnel (Exhibit B)	19
System Requirements	33
System Performance.....	37
Security	38
Technical Requirements	43
Appendix A – Software Perpetual License Agreement - Sample	46
Appendix B – Purchasing Affidavit.....	51
Appendix C – Agreement Addendum for Software	52
Appendix D – Agreement Signature Form	53
Request for Quotation	54
Request for Quotation – Addendum No. 1.....	61

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

March 12, 2012

Department of Administration
West Virginia Purchasing Division
2019 Washington Street E
Building 15
Charleston, WV 25305-0130

Re: RFQ Number: BCF12046

Dear Selection Committee Member;

The Rushmore Group, LLC (Rushmore) is pleased to present this proposal in response to the Request for Quotation BCF12046 issued to procure a web-based application for collecting and reporting information on Economic Assistance case reviews.

Rushmore is imminently and uniquely qualified and capable of fulfilling the requirements of this RFQ. Our firm's professional experience and knowledge in the area of benefit accuracy is unparalleled in the industry. Rushmore has active in the case review arena for the past 12 years providing assistance to over 20 states and counties across a diverse portfolio of benefit programs including: Supplemental Nutrition Assistance Program (SNAP), Medicaid, CHIP, Temporary Assistance for Needy Families Eligibility (TANF), TANF Work, Child Care, and In-Home Supportive Services. The states of Connecticut, Kansas, Missouri, Nebraska, Pennsylvania, South Dakota, Virginia, the California counties of Fresno, Orange, Madera, San Diego, and Sacramento and the Ohio county of Cuyahoga use a case review system designed, developed, and installed by Rushmore for the aforementioned programs.

Thank you for providing us the opportunity to submit a proposal. Should you have any questions or require additional information regarding Rushmore's proposal, please contact me at karen.stengle@rushmore-group.com or via telephone at (605) 224-8899 or via FAX at (605) 224-8899.

We look forward to the possibility of working with you on this project.

Regards,



Karen M. Stengle, Chief Operating Officer
The Rushmore Group, LLC

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

EXHIBIT A
PRICING PAGE

Required Development of Automated Economic Services Case Review System Pricing:

The vendor shall provide pricing for development of an automated Economic Services Case Review System and related staff training and training materials in accordance with the provisions and requirements of this RFQ. All costs associated with providing the requirement services shall be included in the stated price.

LINE item	DESCRIPTION	Estimated Usage	UNIT PRICE	TOTAL PRICE
001	Automated Web-based CRS Software one time licensing fee	1	\$ 115,000 /ea	
002	Training (training shall include all travel expenses and training materials)	14	\$2,200 per half-day session	\$30,800
003	Software Update/Maintenance	4	Included in Line 004	
004	System Maintenance/Technical Support Services	1	\$20,700 /annually – 1 st year included in Line 001	\$20,700
005	Training	7	\$4,400 per day	\$30,800
	GRAND TOTAL			

Vendor Name: The Rushmore Group, LLC

Address: 9 Forest Avenue, Vermillion, South Dakota 57069

Phone Number: 605-624-6851

Fax Number: 605-624-7558

RFQ Number: BCF12046

Signature: *Karen M. Stangle*

Date: March 12, 2012

****Award will be made to lowest vendor meeting specifications****

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

1.0 RESPONSIBILITIES OF THE VENDOR

- 1.1 The vendor will facilitate and conduct a work session or sessions with a minimum of 10 identified BCF staff to gather information required to design, install and support the Economic Services Programs.

Rushmore Response

Rushmore will facilitate and conduct work session with a minimum of 10 identified BCF staff to gather information necessary to support the development, testing and implementation of the case review system. The case review system that flows from this process will be developed specifically to meet the needs of BCF. Workshops will be conducted with:

- Administrative Staff;
- Corrective Action Staff;
- SNAP, WV Works, and Medicaid Program Staff; and
- Information Technology Staff.

- 1.2 The vendor will develop a data entry review form(s) for SNAP, WV Works, and Medicaid based on the information gathered in the session identification of eligibility element(s) in error, the root cause of the errors and any payment or benefit error resulting from the error. The data entry form(s) will promote the gathering of accurate and quantifiable information and ensure consistent case reviews and improved accuracy

Rushmore Response

The case review data entry form that flows from the work sessions will be developed specifically to meet the needs of BCF. The data entry form will ensure the information gathered will produce the reports necessary to assess worker, supervisor, office, and region performance in meeting federal and state performance standards.

Building on the outcome associated with the work sessions, Rushmore will develop the data entry form to include but not be limited to:

Demographic and Other Header Data:

The header section of the data entry form will serve to gather demographic data about the case that will assist in the evaluation and categorization of errors. This information includes, but is not limited to:

- Review ID and Date
- Reviewer
- Review Month
- Review Classification
- Case Name and Number
- Assigned worker, supervisor and office location and the authorizing worker, supervisor and office are crucial in the evaluation of the scope of any identified problem.

Eligibility Elements:

The data entry form will be designed to capture information surrounding error-prone eligibility elements. Recognizing these critical elements in which errors are occurring

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

provides information that can be used to determine criteria for targeted case reviews and develop staff training and preventive action strategies.

Causal Factors:

The key to the effectiveness of the data entry form is in specifically identifying the causal factor for an identified error. The form will facilitate the collection and tabulation of very specific and measurable information thereby allowing the accurate identification of the specific cause of the error. This causal factor analysis ensures that training, policy and procedure clarification, and preventive action strategies are targeted at the verifiable root cause of the problem.

Program Specific Information:

The data entry form will gather information pertaining to the dollar/benefit error amounts.

Corrective Action:

The data entry form will allow BCF to monitor corrections to insure timely action with respect to identified problems.

1.3 The vendor must provide WVDHHR on-site training in West Virginia

Rushmore Response

The case review system provides the means for obtaining accurate and quantifiable information that can be used as a basis for immediate feedback on errors, a guide to areas requiring policy and procedure clarification, indication of staff training needs, and performance evaluation. However, the validity of findings that flow from this review and analysis process can only be ensured when case reviews are completed in a timely, accurate, and consistent manner. It is towards these qualities that training needs be directed.

Rushmore will develop and present fourteen (14) training sessions in the offices as designated in Exhibit A, Page 000020 of the RFQ – BCF12046. Each training session will be three (3) hours in duration. The training will include:

Case Review System Data Entry and Management Reports Training:

Rushmore will deliver training that enhances the consistent review of cases thereby providing a foundation for improvements in the evaluation and corrective action process.

- Review of the data entry screen;
- Demonstration of data entry;
- Practice of learned skills;
- Review BCF business process for conducting reviews;
- Review BCF business process for modifying reviews
- Review of the management reports;
- Explanation of the information contained within each report;
- Explanation of the criteria screens;
- Practice of learned skills;
- Explanation of how reports can be employed to enhance staff performance.

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

System Administrative Users Training:

- Review the application options available to DHHR;
- Demonstrate techniques to modify the case review system;
- Review all pertinent screens;
- Demonstrate how to add, delete and modify users;
- Demonstrate how to assign security roles
- Allow users to practice learned skills

- 1.4 The vendor will work cooperatively with BCF staff to test and verify changes prior to applying the changes in the Case Review Systems (CRS) production system.
- 1.5 The vendor will work with BCF staff to facilitate testing of the CRS and final implementation.

Rushmore Response to 1.4 and 1.5

Based on our previous experience, Rushmore recognizes BCF staff must be involved early in the testing of the system. To that end, Rushmore will create a secure web site allowing designated BCF staff the ability to access the case review system for testing at all phases of the development from the data entry form through creating reports. This methodology of testing has been found to be effective and efficient in the development and delivery of the system. (Note: This testing methodology does not preclude the installation of the system in the test environment for additional testing).

- 1.6 The vendor will work with WVDHHR IT staff to install the system and to "go-live".

Rushmore Response

The Rushmore case review system is user-installable. Following the tailoring of the application software, Rushmore staff will work closely with WVDHHR IT staff to install, initiate, test and initially operate the application software. This is most often completed via detailed directions, but in some cases may require a conference call.

- 1.7 The vendor will work with WVDHHR IT staff through the provision of on-going technical assistance for trouble shooting issues that may arise during the initial use of the CRS. The vendor must provide system warranty (e.g. upgrades, enhancements, new releases, etc.) and technical support for all product/services provided, including ongoing unlimited telephone technical support problem determination and resolution. The vendor's solution must include twelve (12) months of warranty service following user acceptance at no additional cost after the system has been approved and accepted.

Rushmore Response

Rushmore will assist WVDHHR IT staff by providing on-going technical support to address troubleshooting issues that arise during initial use of the application software and twelve (12) months following user acceptance at no cost. Rushmore will provide the modifications or additions required to ensure the case review system meets all mandatory technical and performance specifications presented in the proposal.

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

2.0 MANDATORY REQUIREMENTS

- 2.1 The vendor must provide detailed evidence of three (3) other related experiences with Case Review System(s).
- 2.2 The vendor must provide details of the background of the company/organization, the size and location of the company/organization, and the experience, capabilities, and resources of the company/organization which qualify and enable them to complete the project.
- 2.3 The vendor must provide documentation showing at least five (5) years experience in development of automated food stamp Case Review Systems.
- 2.4 Vendor must provide documentation showing at least five (5) states or large county governments for whom they have developed automated SNAP case review systems.

Rushmore Response to 2.1, 2.2, 2.3, and 2.4

The Rushmore Group, LLC (Rushmore) is a limited liability company established on February 19, 1997 and maintained under the laws of the State of South Dakota. Rushmore is located in South Dakota and maintains offices in both Vermillion and Pierre.

Rushmore has designed, deployed, and maintains web-based case review systems for the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance to Needy Families (TANF), Medicaid, Child Care, Child Support Enforcement, In-Home Supportive Services, Energy Assistance, and Home and Community Based Services programs. The states of Kansas, Missouri, Nebraska, Pennsylvania, Connecticut, South Dakota, Virginia, the California counties of Fresno, San Diego, Sacramento, Madera, and Orange and Cuyahoga County (Cleveland) in Ohio use the Rushmore case review application to review numerous social service programs. We developed the first SNAP case review system in 2003 and have continued to provide this service.

Our work over the past ten years on the development, implementation, and training of automated case review systems combined with our knowledge of program policies and procedures and experience in conducting case reviews has ensured that our case review systems have met the needs of our clients. The types of services provided by Rushmore that are relevant to this project include:

- Systems development and implementation. These services focus on the design and deployment of case review systems, user training, and ongoing maintenance of the systems. Specific services include but are not limited to:
 - Case Review System User Workshops - Rushmore facilitates and conducts work sessions with identified staff to gather information necessary to support the development of the case review form (elements, causal factors, etc.) and management reports to specifically meet the needs of the client.
 - Design and Deployment of the Web-Based Case Review Systems – Based on the technical requirements and information gathered during the user workshop Rushmore develops the case review form and management reports, and conducts internal testing. Following the development of the system, Rushmore works with the client to

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

install, initiate, and initially operate the system for purposes of acceptance testing. After completion of any requested modifications the final installation package is submitted to the client.

- Development and Presentation of Case Review Training – Rushmore develops and conducts training that includes, but is not limited to:
 - Development of case review data entry and management reports user guides;
 - Review of the data entry screen;
 - Demonstration of data entry;
 - Review of the management reports;
 - Explanation of the information contained within each report;
 - Explanation of the criteria screens;
 - Explanation of how reports can be employed to identify training needs, enhance staff performance, and develop and monitor corrective action plans.
- Case Review Maintenance - As with all software products, on-going revisions and updates are completed to insure that the product is current and technically reliable. These product enhancements are clearly desirable from both our perspective and from a user perspective thus they are made available to the users under maintenance contracts. Unique circumstances are commonly identified by users where reasonable modifications to the software would serve to enhance functionally with respect to their operational needs.
- Business process and management consulting. Concentrated around program accuracy, corrective action planning, and strategic planning these services provide us a unique platform from which to understand and address the data required by supervisors and managers for the effective and efficient administration of the child support enforcement program. Relevant services include:
 - Conduct case reviews - Rushmore conducts case reviews of assistance programs, including but not limited to SNAP, TANF, TANF Work, PERM, Medicaid, and Child Care. We have conducted projects involving the review of as many as 14,000 cases in a single state. Rushmore's case reviews:
 - Ensure immediate, accurate administration of cases through identification of errors;
 - Identify error-prone policies and procedures;
 - Identify the scope of the problem (i.e. worker, supervisor, office, etc.);
 - Identify the action/element in which errors are occurring;
 - Identify the specific root cause of errors;
 - Identify the time in processing that errors are occurring;
 - Identify the training needs of workers, units, offices, regions, and state;
 - Identify areas appropriate for policy and procedure clarification;
 - Ensure that reviews are conducted consistently throughout the state; and
 - Evaluate the policy knowledge of supervisors/reviewers.
 - Develop corrective action strategies – Employing data obtained from the case reviews Rushmore assists clients in developing corrective action strategies that are sufficiently detailed, measurable, and appropriately targeted at the root causes of errors.
- Education and training. Our training facilitates the knowledge transfer in an informative, educational, and enlightening manner.

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

Current and/or Recent Contracts

Rushmore has conducted the user workshops, designed and deployed the case review system, developed and presented the case review training and continues to provide ongoing maintenance for the case review system for all of the customers listed in the table.

Client	Conduct Case Reviews	Case Review Training	Conduct User Workshop	Design Web-Based Case Review System	Case Review System Maintenance	Analyze Errors and Provide Recommendations	Provide Error Review Committee Training	Policy Training	Quality Control Assessment Training
Cuyahoga County Dept. of Employment & Family Services		✓	✓	✓	✓				
Fresno Co. Dept. of Employment and Temporary Assistance		✓	✓	✓	✓				
Kansas Dept of Social and Rehabilitation Services	✓	✓	✓	✓	✓	✓		✓	
Madera County Dept. of Social Services		✓	✓	✓	✓				
Missouri Dept of Social Services	✓	✓	✓	✓	✓				
Nebraska Dept. of Health and Human Services	✓	✓	✓	✓	✓	✓	✓	✓	✓
Orange County Social Service Agency		✓	✓	✓	✓	✓			✓
Pennsylvania Dept. of Public Welfare	✓	✓		✓	✓	✓	✓		✓
Sacramento County Dept. of Human Assistance		✓	✓	✓	✓				✓
San Diego Health and Human Service Agency		✓	✓	✓	✓				
South Dakota Department of Human Services			✓	✓	✓				
Virginia Dept. of Social Services			✓	✓					

28

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

CURRENT/PRIOR EXPERIENCE

Vendor Name: <u>The Rushmore Group, LLC</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Nebraska Department of Social Services
Address of Reference Company ✓ Street Address ✓ City, State, Zip	301 Centennial Mall South PO Box 95044 Lincoln, NE 68509
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Betty Toelle 402-471-6661 betty.toelle@nebraska.gov
Dates of Services:	06/01/2006 – Current
If service/contract has terminated, specify reason:	
Dollar Value of Services	This is only the value of the Case Review System \$75,000 – Initial Case Review System \$28,450 – Training \$18,900 - Ongoing Maintenance \$20,000 – Expansion of Case Review System
Description of Services Performed	<ul style="list-style-type: none"> • Develop and deploy case review system for Nebraska's SNAP, Medicaid, and TANF programs; • Develop and present supervisor training on how to conduct case reviews; • Expand case review system to include Child Care and Energy Assistance; • Conduct 645 TANF eligibility and TANF work case reviews; • Provide one-to-one training at the eligibility worker and supervisor level; • Develop comprehensive report of findings and policy and procedure recommendations based on the case reviews; • Present findings and recommendations to TANF Work contractors; • Present findings and recommendation to Management and Supervisors; • Conduct 645 follow-up case reviews to measure worker compliance and impact; and • Provide comprehensive report comparing Phase I and II case reviews.

28

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

Vendor Name: <u>The Rushmore Group, LLC</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Pennsylvania Department of Public Welfare, Bureau of Program Integrity
Address of Reference Company ✓ Street Address ✓ City, State, Zip	H & W Bldg. Room 210 Harrisburg, PA 17105
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Suzanne Connolly 717-783-0120 sconnolly@state.pa.us
Dates of Services:	05/2005 – Current
If service/contract has terminated, specify reason:	
Dollar Value of Services	\$75,500 – Initial SNAP Case Review System \$25,275 – Initial Training \$41,800 – Expansion of to include Medicaid and TANF \$18,900 – Annual Maintenance Fee
Description of Services Performed	<ul style="list-style-type: none"> • Conduct case review user workshops; • Develop and deploy SNAP automated case review system; • Develop and present training on case review process; • Develop and present training to supervisors and management on the case review system; • Develop case review system user guides; • Perform ongoing case review system maintenance; • Expand case review system to include Medicaid, TANF, General Assistance – 06/2008; • Deploy expanded case review system. • Perform on-going case review maintenance.

28

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

Vendor Name: <u>The Rushmore Group, LLC</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Orange County Social Service Agency
Address of Reference Company ✓ Street Address ✓ City, State, Zip	888 N Main Street Santa Ana, CA 92701-3518
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Conxita Girvent 714-245-6194 conxita.girvent@ssa.ocgov.com
Dates of Services:	01/2003 – Current
If service/contract has terminated, specify reason:	
Dollar Value of Services	\$105,000 – Initial Case Review System \$25,000 – Initial Training; and \$18,900 – 1 st year Maintenance Fee–Ongoing maintenance fee is \$18,900
Description of Services Performed	<ul style="list-style-type: none"> • Develop and deploy multi-program (CaWORKS, SNAP, and Medi-Cal) automated case review system; • Develop and present training to supervisors and management on the case review system; • Conduct case review user workshops; • Perform ongoing case review system maintenance.

28

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

Vendor Name: <u>The Rushmore Group, LLC</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Virginia Department of Social Services
Address of Reference Company ✓ Street Address ✓ City, State, Zip	801 East Main Street Wytestone Plaza Building Richmond, Virginia 23219
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Rose Mastracco, Supplemental Nutrition Assistance Program Manager (804) 726-7361 rose.mastracco@dss.virginia.gov
Dates of Services:	09/2007 – Current
If service/contract has terminated, specify reason:	
Dollar Value of Services	\$79,300 –SNAP Case Review System \$13,500 – 1 st year Maintenance Fee
Description of Services Performed	<ul style="list-style-type: none"> • Develop and deploy SNAP automated case review system; • Develop and present training to supervisors and management on the case review system; • Conduct case review user workshops; • Perform ongoing case review system maintenance.

28

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

Vendor Name: <u>The Rushmore Group, LLC</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Fresno County Department of Employment & Temporary Assistance
Address of Reference Company ✓ Street Address ✓ City, State, Zip	4499 E. Kings Canyon Fresno, CA 93702
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Judy Lemos 559-4553-4157 jlemos@co.fresno.ca.us
Dates of Services:	06/2002 – Current
If service/contract has terminated, specify reason:	
Dollar Value of Services	\$82,115 – Initial Case Review System \$52,885 – Various Expansions \$24,300 – Annual Maintenance Fee
Description of Services Performed	<ul style="list-style-type: none"> • Conduct case review user workshops; • Develop and deploy SNAP, CalWORKS and Medi-Cal automated case review system; • Develop and present training on case review process; • Develop and present training to supervisors and management on the case review system; • Develop case review user guides; • Expand case review system to add Foster Care and General Relief – 04/2005; • Perform ongoing case review system maintenance; • Develop and deploy In-Home Supportive Services automated case review system – 12/2005; • Perform ongoing IHSS case review system maintenance.

28

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

Vendor Name: <u>The Rushmore Group, LLC</u>	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	Sacramento County Department of Human Assistance
Address of Reference Company ✓ Street Address ✓ City, State, Zip	2007 19 th Street Sacramento, CA 95818
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	Debra Muro 916-874-3252 murod@saccounty.net
Dates of Services:	09/2003 – Current
If service/contract has terminated, specify reason:	
Dollar Value of Services	\$77,000 – Initial Case Review System \$38,000 – Expansion of to include Medicaid and TANF \$20,700 – Annual Maintenance Fee
Description of Services Performed	<ul style="list-style-type: none"> • Conduct case review user workshops; • Develop and deploy SNAP automated case review system; • Develop and present training on case review process; • Develop and present training to supervisors and management on the case review system; • Perform ongoing case review system maintenance; • Expand case review system to include Medi-Cal, Healthy Families, CalWORKS, and General Assistance – 04/2008; • Deploy expanded case review system.



**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

EXPERTISE OF PERSONNEL

Our strong professional background in systems development, case reviews, employee evaluations, and training both as former social service employees and private consultants gives us a unique platform from which to understand and address the significant issues that face this project. The experience of the staff assigned to this project far exceeds the required qualifications.

Karen Stengle – Project Manager

Karen has overseen the development, modification, and implementation of the Rushmore case review system (CRS) since its inception. Under her direction, the CRS has evolved from a Microsoft Access application to a SQL application residing on the internet or intranet of numerous states and counties. The system has also expanded from a Food Stamp only application to one that accommodates as many as 8 additional economic assistance programs. Her background experience as a worker, supervisor and manager for the South Dakota Department of Social Services has provided Rushmore the unique ability to understand and meet the needs of the client in the CRS development process.

As the Project Manager for all of the CRS projects that include Kansas, Missouri, Nebraska, Pennsylvania, Connecticut, Rhode Island, South Dakota, Virginia, and the California counties of Fresno, San Diego, Sacramento, Madera, and Orange she has been intimately involved in all aspects of the projects. Her responsibilities have included, but are not limited to:

- Manage the project activities and resources within the allocated timeframe and budget;
- Establish priorities and associated timeframes for critical project tasks;
- Analyze program policy and procedures, rules and regulations to assist clients in the development of the data collection model (review form) to ensure all necessary data is gathered;
- Prepare and conduct the user workshops to further clarify data to be gathered and reports to be generated within the CRS;
- Provide the systems analysts with the data and report specifications;
- Oversee internal testing of the CRS;
- Respond to acceptance testing issues;
- Participate in conference calls and meetings;
- Oversee the development of CRS user guides;
- Develop training on the CRS;
- Present training on the CRS.

Glen Haberman – Senior System Analyst

Glen has been the programming lead for the development, modification, and installation of the CRS in Nebraska, South Dakota, Missouri, and Madera County and the modifications to the CRS systems in Kansas and Pennsylvania. His responsibilities include, but are not limited to:

- Participate in user groups;
- Prepare program specifications, file specifications, and record layouts;
- Develop functional and technical program specifications;
- Design, develop, modify, test and implement program;
- Prepare for and participate in functional and acceptance testing;
- Prepare for and participate in conference calls and meetings

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

Glen provides the support and maintenance for the CRS in Kansas, Missouri, Nebraska, Pennsylvania, and Madera County, California. His duties include:

- Provide as necessary, quarterly updates including scheduled programming changes and functionality requests that have been approved, fully tested and deemed ready for release;
- Assist in the installation of updates;
- Respond to and address any software issues that are demonstrable problems with the existing CRS.

Brian Wieczorek – Senior System Analyst

Brian has been the programming lead for the development, modification, and installation of the CRS in Connecticut, Kansas, and Cuyahoga, Fresno, San Diego, and Sacramento Counties. His responsibilities include, but are not limited to:

- Participate in user groups;
- Prepare program specifications, file specifications, and record layouts;
- Develop functional and technical program specifications;
- Design, develop, modify, test and implement program;
- Prepare for and participate in functional and acceptance testing;
- Prepare for and participate in conference calls and meetings

Brian provides the support and maintenance for the CRS in Kansas, and Cuyahoga, Fresno, San Diego, and Sacramento Counties. His duties include:

- Provide as necessary, quarterly updates including scheduled programming changes and functionality requests that have been approved, fully tested and deemed ready for release;
- Assist in the installation of updates;
- Respond to and address any software issues that are demonstrable problems with the existing CRS.

Janet Ott – Information Technology Specialist

Janet has worked on the CRS projects since joining Rushmore in 2007. Her responsibilities have included:

- Write test cases;
- Test software functionality;
- Assess data accuracy of reports;
- Communicate issues to lead programmer;
- Assist in the development of end-user guides;
- Assist in end user training; and
- Provide customer support.

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

Title of Position: <u>Rushmore Project Manager</u>	
Name of Person:	Karen M. Stengle
Educational Degree (s): include college or university, major, and dates	Bachelor of Social Work - 1972 Mankato State University Mankato, MN
License(s)/Certification(s), #(s), expiration date(s), if applicable:	N/A
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	22 years
Describe person's relationship to vendor. If employee, # of years.	Chief Operations Officer - Partner 12 years
Describe this person's responsibilities over the past 12 months.	<ul style="list-style-type: none"> - Oversee and administer all matters related to day-to-day activities associated with Rushmore employees. - Oversee the modifications, enhancements, and expansion of the Rushmore Case Review System (CRS) contracts which involves assigning staff; establishing and ensuring project timelines are met; oversight of testing; and communication with contract managers. - Monitor all ongoing automated CRS contracts to ensure compliance with contractual obligations and customer satisfaction. - Project Manager of the Pennsylvania SNAP Case Read project which involves reviewing 264 cases per month using a CRS and monitoring correction of identified issues. - Project Manager of the Pennsylvania PERM and North Dakota PERM projects.
Previous employer(s), positions, and dates	Department of Human Services, Division of Mental Health Consultant 1999—2000 Department of Social Services, Pierre, SD District Program Manager for Economic Assistance 1989—1998 Department of Social Services, Pierre, SD Supervisor 1984—1987 Department of Social Services, Pierre SD Caseworker 1982—1984

28

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

Title of Position: <u>Rushmore Project Manager</u>	
	Department of Social Services, Watertown, SD Social Worker 1978—1982
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
SNAP, TANF and Medicaid	<p>2000 -2012 As the Project Manager for SNAP case read projects in Kansas, Missouri, Rhode Island, Connecticut, Idaho, Pennsylvania, and Utah and PERM projects in Pennsylvania, Nebraska, and North Dakota, Karen's responsibilities included, but were not limited to:</p> <ul style="list-style-type: none"> - Research policy and procedure and develop element and causal factors to be reviewed; - Provide specifications for the case review tool; - Oversee the case reviewers; - Conduct case reviews; - Develop and present policy training; - Develop and present case review training; - Provide written and oral reports based on the analysis of the case reviews. <p>1989 – 1998 As a District Program Manager for the SD Department of Social Services, Karen had responsibility for benefit determination and delivery of all Economic Assistance Programs in an area that encompassed 19 counties and 5 reservations. This included overall management of supervisors and workers in 10 field offices. Duties in the area of employee performance included:</p> <ul style="list-style-type: none"> - Interview, hire and terminate staff; - Develop and provide training, training materials, and work direction to supervisors and workers; - Maintain personnel files; - Complete performance appraisals; - Resolve staff conflicts; - Develop and monitor performance improvement plans <p>1984 - 1987 As the supervisor of the Medical Review Team Karen had responsibility to:</p> <ul style="list-style-type: none"> - Interview, hire and terminate staff; - Complete performance appraisals; - Develop and monitor performance improvement plans

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

Title of Position: <u>Rushmore Project Manager</u>	
Automated Web-based Systems	<p>2000 – 2012 Karen has overseen the development and implementation of the CRS. Under her direction, the CRS has evolved from a Microsoft Access application to a SQL application residing on the internet or intranet of numerous states and counties. The system has also expanded from a Food Stamp only application to one that accommodates as many as 8 additional economic assistance programs. Her background experience as a worker, supervisor and manager for the South Dakota Department of Social Services has provided Rushmore the unique ability to understand and meet the needs of the client in the CRS development process.</p> <p>As the Project Manager for all of the CRS projects that include Kansas, Missouri, Nebraska, Pennsylvania, Connecticut, Rhode Island, Virginia, and the California counties of Fresno, San Diego, Sacramento, Madera, and Orange she has been intimately involved in all aspects of the projects. Her responsibilities have included, but are not limited to:</p> <ul style="list-style-type: none"> - Manage the project activities and resources within the allocated timeframe and budget; - Establish priorities and associated timeframes for critical project tasks; - Analyze program policy and procedures, rules and regulations to assist clients in the development of the data collection model (review form) to ensure all necessary data is gathered; - Prepare and conduct the user workshops to further clarify data to be gathered and reports to be generated within the CRS; - Provide the systems analysts with the data and report specifications; - Oversee internal testing of the CRS; - Respond to acceptance testing issues; - Participate in conference calls and meetings; - Oversee the development of CRS user guides; - Develop training on the CRS; - Present training on the CRS.
Evaluation of Employee Performance	<p>2000 – 2012 As the Chief Operations Officer for The Rushmore Group Karen is responsible for ensuring an employee-oriented, high performance culture. The major personnel areas directed include:</p> <ul style="list-style-type: none"> - Recruiting and hiring staff; - Orientation, development, and training of staff; - Conducting performance appraisals;

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

Title of Position: <u>Rushmore Project Manager</u>	
	<ul style="list-style-type: none"> - Resolving staff conflicts; - Developing and monitoring performance improvement plans. <p>As the project manager for the CRS, Karen has developed and presented supervisors and administrators with preventive and corrective action planning. The training focuses on how to employ the data in the case review system to evaluate employee performance. Training topics include how to:</p> <ul style="list-style-type: none"> - Analyze data; - Set priorities; - Establish SMART goals and objectives; - Develop strategies; - Implement the plan; - Monitor the plan. <p>1989 – 1998</p> <p>As a District Program Manager for the SD Department of Social Services, Karen had responsibility for benefit determination and delivery of all Economic Assistance Programs in an area that encompassed 19 counties and 5 reservations. This included overall management of supervisors and workers in 10 field offices. Duties in the area of employee performance included:</p> <ul style="list-style-type: none"> - Interview, hire and terminate staff; - Develop and provide training, training materials, and work direction to supervisors and workers; - Maintain personnel files; - Complete performance appraisals; - Resolve staff conflicts; - Develop and monitor performance improvement plans <p>1984 - 1987</p> <p>As the supervisor of the Medical Review Team Karen had responsibility to:</p> <ul style="list-style-type: none"> - Interview, hire and terminate staff; - Complete performance appraisals; - Develop and monitor performance improvement plans

Staffing Methodology

Describe the person's planned duties/role proposed herein:	Karen will be involved in providing leadership for all facets of the project as well as the activities of all the project team members. In this capacity, Karen will be actively engaged in all aspects of the project while
--	--

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

	<p>concurrently possessing the ultimate decision-making authority for all project related matters. Her specific responsibilities will include, but not be limited to:</p> <ul style="list-style-type: none">- Assisting in developing, refining, and achieving project objectives;- Management of the project activities and resources within the allocated timeframe and budget;- Establishment of priorities and associated timeframes for critical project tasks;- Preparing for and participating in conference calls and meetings with BCF staff;- Preparing status reports;- Overseeing functional and operational testing;- Developing and conducting training.
Specify the approximate number of hours this person is proposed for services	Total estimated project hours – 200

28

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

Title of Position: <u>Senior Systems Analyst</u>	
Name of Person:	Glen Haberman
Educational Degree (s): include college or university, major, and dates	Bachelor of Arts - 1990 South Dakota State University Math, Computer Science
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	18
Describe person's relationship to vendor. If employee, # of years.	Senior System Analyst 2005 - Present
Describe this person's responsibilities over the past 12 months.	<p>Glen was the programming lead on the CRS development for South Dakota and Missouri Child Care. His responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> - Prepare program specifications, file specifications, and record layouts; - Develop functional and technical program specifications; - Design, develop, test and implement program; - Prepare for and participate in functional and acceptance testing; - Prepare for and participate in conference calls and meetings as requested. <p>Glen provides the support and maintenance for the CRS in Kansas, Missouri, Nebraska, Pennsylvania, and Madera County, California. His duties include:</p> <ul style="list-style-type: none"> - Provide as necessary, quarterly updates including scheduled programming changes and functionality requests that have been approved, fully tested and deemed ready for release; - Assist in the installation of updates; - Respond to and address any software issues that are demonstrable problems with the existing CRS.
Previous employer(s), positions, and dates	SD Bureau of Information Technology (BIT), Pierre, SD Agency Integration Specialist 1990 - 2005

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

Title of Position: <u>Senior Systems Analyst</u>	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
Automated Web-Based Systems	<p>2005 - Present Glen is the programming lead on the CRS development for Virginia. His responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> - Participate in user groups; - Prepare program specifications, file specifications, and record layouts; - Develop functional and technical program specifications; - Design, develop, test and implement program; - Prepare for and participate in functional and acceptance testing; - Prepare for and participate in conference calls and meetings with VDSS staff as requested. <p>Glen has been the programming lead for the development and installation of the CRS in Nebraska, Rhode Island, and Madera County and the modifications to the CRS systems in Kansas and Missouri. His responsibilities were the same as those listed above.</p> <p>Glen provides the support and maintenance for the CRS in Kansas, Missouri, Nebraska, Pennsylvania, and Madera County, California. His duties include:</p> <ul style="list-style-type: none"> - Provide as necessary, quarterly updates including scheduled programming changes and functionality requests that have been approved, fully tested and deemed ready for release; - Assist in the installation of updates; - Respond to and address any software issues that are demonstrable problems with the existing CRS. <p>1990 - 2005 Glen was the lead programmer for the development and deployment of the following web-based applications:</p> <ul style="list-style-type: none"> - SD Dept. of Health Women Infants Children (WIC) System. Web based application used by approximately 70 local WIC offices across the state and the State office. Local offices used the application to encode information, print WIC checks for participants and print various reports. The State office used the application for Quality Assurance and Federal reporting. - SD Dept. of Health Children's Special Health Services (CSHS) System. Web based application

28

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

Title of Position: <u>Senior Systems Analyst</u>	
	<p>used by 4 local CSHS offices across the state and the State office. Local offices used the application to encode information for patient/doctor scheduling, billing, progress notes and printing various reports. The State office used the application for Quality Assurance and billing.</p> <ul style="list-style-type: none"> - SD Dept. of Health Babycare \ Bright Start System. Web based application used by approximately 70 local offices across the state and the State office. Local offices used the application to encode information and print various reports. The State office used the application for Quality Assurance and trend reporting. - SD Dept. of Health Time Study System. Web based application used by approximately 70 local offices across the state and the State office. Local offices used the application to encode information. The State office used the application for Quality Assurance and reporting.

Staffing Methodology

<p>Describe the person's planned duties/role proposed herein:</p>	<p>Glen Haberman will be instrumental in all phases of the project. His specific responsibilities will include, but not be limited to:</p> <ul style="list-style-type: none"> - Lead on application modification; - Assign and review staff work plans; - Prepare program specifications, file specifications, and record layouts; - Develop functional and technical program specifications; - Design, modify, test and implement program; - Assists in the installation of the application; - Prepare for and participate in functional and acceptance testing; - Prepare for and participate in conference calls and meetings with BCF staff as requested.
<p>Specify the approximate number of hours this person is proposed for services</p>	<p>Total estimated project hours – 348</p>

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

Title of Position: <u>Senior Systems Analyst</u>	
Name of Person:	Brian Wieczorek
Educational Degree (s): include college or university, major, and dates	South Dakota State University Computer Science
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	15
Describe person's relationship to vendor. If employee, # of years.	Senior System Analyst 2002 - Present
Describe this person's responsibilities over the past 12 months.	<p>Brian is the programming lead on the CRS development for the addition of three programs for Sacramento County. His responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> - Participate in user group workshop; - Prepare program specifications, file specifications, and record layouts; - Develop functional and technical program specifications; - Design, develop, test and implement program; - Prepare for and participate in functional and acceptance testing; - Prepare for and participate in conference calls and meetings with Sacramento staff as requested. <p>Brian provides the support and maintenance for the CRS in Connecticut, Cuyahoga County, Ohio and the counties of Fresno, Orange, Sacramento, and San Diego in California. His duties include:</p> <ul style="list-style-type: none"> - Provide as necessary, quarterly updates including scheduled programming changes and functionality requests that have been approved, fully tested and deemed ready for release; - Assist in the installation of updates; - Respond to and address any software issues that are demonstrable problems with the existing CRS; <p>Brian is the programming lead on the development and maintenance of the internal Rushmore PERM CRS.</p>

28

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

Title of Position: <u>Senior Systems Analyst</u>	
Previous employer(s), positions, and dates	<p>SD Bureau of Information Technology (BIT), Pierre, SD Senior Programmer Analyst 1997 – 2003</p> <p>JK Inc., Denver, CO Software Support and Training Consultant 1996-1997</p> <p>SD Department of Health, Pierre, SD Associate Programmer/Analyst 1991-1996</p>
Identify specific information about experience in:	<p>Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience</p> <p>2002 - Present</p> <p>Brian is the lead programmer on the CRS development for the addition of three programs for Sacramento County. His responsibilities included, but are not limited to:</p> <ul style="list-style-type: none"> - Prepare program specifications, file specifications, and record layouts; - Develop functional and technical program specifications; - Design, develop, test and implement program; - Prepare for and participate in functional and acceptance testing; - Prepare for and participate in conference calls and meetings with VDSS staff as requested. <p>Brian has been the lead programmer for the development and installation of the CRS in Connecticut, Cuyahoga County, Ohio and the counties of Fresno, Orange, Sacramento, and San Diego in California. His responsibilities were the same as those listed above.</p> <p>Brian provides the support and maintenance for the CRS in Connecticut, Cuyahoga County, Ohio and the counties of Fresno, Orange, Sacramento, and San Diego in California. Among his duties are:</p> <ul style="list-style-type: none"> - Provide as necessary, updates on a quarterly basis. These updates include scheduled programming changes and functionality requests that have been approved, fully tested and deemed ready for release; - Assist in the installation of updates; - Respond to and address any software issues that are demonstrable problems with the existing CRS.
Automated Web-Based Systems	

28

**DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM**

Title of Position: <u>Senior Systems Analyst</u>	
	<p>1997 – 2003 Brian was responsible for managing the development of an n-tier client/server application for the SD Dept. of Social Services. He was the lead programmer on a five person programming team for a statewide social worker case management system (FACIS). Visual Basic, SQL Server, Crystal Reports.</p> <p>He was a member of the BIT Enterprise Application Integration (EAI) team– part of an initiative to integrate the various systems and databases across state government, using EAI tools from SeeBeyond, Inc.</p> <p>1996-1997 Brian's responsibilities as a software support and training consultant included:</p> <ul style="list-style-type: none"> - Installation and support of a Powerbuilder application and SQL Server database for a state wide child immunization registry; - Installation of application and onsite training at clinics, hospitals, and state community health offices.

Staffing Methodology

<p>Describe the person's planned duties/role proposed herein:</p>	<p>Brian Wieczorek will be instrumental in all phases of the project. His specific responsibilities will include, but not be limited to:</p> <ul style="list-style-type: none"> - Assist in the preparation of program specifications, file specifications, and record layouts; - Assist in the development of the functional and technical program specifications; - Assist in the design, development, modification, and testing of the application; - Participate in functional and acceptance testing; - Participate in conference calls and meetings with BCF staff as requested;
<p>Specify the approximate number of hours this person is proposed for services</p>	<p>Total est. project hours – 200</p>

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

Title of Position: <u>Information Technology Specialist</u>	
Name of Person:	Janet Ott
Educational Degree (s): include college or university, major, and dates	Associate Degree - 1996 Nettleton College Medical Assisting
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	5
Describe person's relationship to vendor. If employee, # of years	2007 - Present
Describe this person's responsibilities over the past 12 months.	<p>Janet has been responsible for systems testing of the case review form and reports for modifications to the Sacramento County, South Dakota, Pennsylvania, and Missouri case review systems. Among her responsibilities:</p> <ul style="list-style-type: none"> - Write test cases; - Evaluate the functionality of the case review system; - Assess the data accuracy of the reports; - Provide written and oral reports to the lead programmers. <p>Janet created the User Guides for Missouri Child Care and South Dakota. She modified the User Guides for Sacramento County and Pennsylvania.</p> <p>During this time period, Janet has also been conducting Medicaid and SCHIP reviews using Rushmore's internal case review system</p>
Previous employer(s), positions, and dates	<p>SD Department of Social Services Policy Analyst 2006 - 2007</p> <p>SD Department of Social Serviced Program Assistant 2002 - 2006</p> <p>SD Department of Social Services Parent Locator Assistant 2001 - 2002</p>

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

Title of Position: <u>Information Technology Specialist</u>	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
SNAP, TANF, and Medicaid	<p>2007 – Present</p> <ul style="list-style-type: none"> - Reviewer for Pennsylvania, Nebraska and North Dakota PERM Projects <p>Responsibilities for these projects included, but was not limited to:</p> <ul style="list-style-type: none"> - Conduct Medicaid and CHIP eligibility and payment reviews; - Manage flow of Medicaid and CHIP case files; <p>2006 – 2007</p> <ul style="list-style-type: none"> - Provided technical assistance to internal and external customers regarding Medicaid services; - Analyzed, tracked, and compiled program reports; - Drafted changes to rules and policies. <p>2003 – 2006</p> <ul style="list-style-type: none"> - Determined eligibility and authorized expenditures for numerous Medicaid programs; - Provided public speaking to groups regarding Medicaid services. <p>2002 -2003</p> <ul style="list-style-type: none"> - Provided Medicaid recipients, providers, and department staff with information pertaining to managed care; - Developed and presented training on Managed Care system issues.
Automated Web-Based Systems	<p>2007 - Present</p> <ul style="list-style-type: none"> - Participate in design and modification meetings; - Write test cases; - Test software functionality; - Assess data accuracy of reports; - Provide written and oral reports to the lead programmers; - Write end user guides for case review system.

Staffing Methodology

Describe the person's planned duties/role proposed herein:	<ul style="list-style-type: none"> - Write test cases; - Test software functionality; - Assess data accuracy of reports; - Communicate issues to lead programmer; - Assist in the development of end-user guides.
Specify the approximate number of hours per month this person is proposed for services	Total est. project hours – 240

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

- 2.5 The vendor must use a formal and documented project management method to develop the work plan that includes the tasks, completion criteria for the tasks and a comprehensive project plan.
- 2.6 The vendor must use a formal and documented project management approach based on Project Management Institute (PMI) industry standards and guidelines (www.pmi-projectmanagement.com). Microsoft Project or comparable software tools must be used to develop the work plan that includes tasks, milestones and deliverables. The project management approach and work plan must provide the State with a means of determining if the statement of work is being accomplished as scheduled with acceptable deliverables.

Rushmore Response to 2.5 and 2.6

Rushmore will use Microsoft Project to develop the work plan including tasks, timelines, and deliverables in a manner that allows DHHR to monitor the performance of Rushmore in meeting the deliverables.

- 2.7 The vendor must provide an unlimited user license to the State of West Virginia for the use of the Case Review Systems. This license will allow unlimited use of the system by ALL system users at no charge. A copy of the proposed license agreement should be submitted. The unlimited/perpetual license will be in effect for the life of the contract.

Rushmore Response

The perpetual license for the Case Review System Software allows the State of West Virginia unlimited use of the system by all systems at no additional charge and will be in effect for the life of the contract. See Appendix A for an example of the proposed license agreement.

- 2.8 The vendor must provide a mechanism whereby all system source code can be accessed by the State of West Virginia.

Rushmore Response

Rushmore will provide the source code of the case review system to include (1) data model for application, (2) data dictionary, (3) site map diagram, and (4) application notes describing application flow and control for support purposes in both written and electronic format.

- 2.9 The vendor will provide WVDHHR Management Information Services (MIS) staff with the installation requirements and software updates needed to support deployment of the Case Review Systems. The only maintenance that can be required by MIS staff will be standard backup of the data base and any updates that BCF, with MIS approval, would choose to implement.

Rushmore Response

Rushmore will provide WVDHHR Management Information Services (MIS) staff with the installation requirements and software updates needed to support deployment of the Case Review Systems. The only maintenance required will be standard back-up and BCF approved updates.

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

3.0 SYSTEM REQUIREMENTS

3.1 The Vendor will provide a Case Review System that must meet the following requirements:

3.1.1 **Predetermined or canned reports** – “predetermined” refers to the state agency’s ability to advise the vendor during the development process of reports required on data entered into the system; “canned” refers to these developed reports, built into the system, that can be generated by a user or automatically run on a routine schedule.

Rushmore Response

Rushmore will work with BCF to design reports that summarize and present detailed, in-depth findings with respect to the data collected on the case review form to allow supervisor and management to identify causal factors that accompany workflow challenges; support managerial decisions and the development of corrective action plans at the worker, supervisor, office, region and statewide levels; and, finally, permit the measurement of improvement over time.

Potential canned reports include:

Accuracy Trend: Provides information on the number of reviews completed, the review accuracy rate, and the payment/benefit accuracy rate over a period of time not to exceed twelve months. Only cases submitted to reports are included in the data.

Case Accuracy Detail: Provides information on the total cases reviewed and the number and percentage of cases that have an overall status of Correct and Incorrect. Only reviews submitted to reports are included in the data.

Case Accuracy Summary: Summarizes the total number of cases reviewed and indicates the number and percentage of those cases that have an overall status of Incorrect or Correct. The summary provided is based on the management level selected in the criteria. Only cases submitted to reports are included in the data.

Case Reviews: Provides the basic review data for each review. The report has the option to show or hide the Element and Causal Factor information for each review. Saved, Submitted to Worker and Submitted to Reports reviews are included in the data.

Causal Factor Summary: For each eligibility element, lists the causal factors and the number of times the causal factor was cited in the reviews. Also, for each eligibility element provides a summary of the: total number of cases reviewed, reviews with an element status of N/A, element status of Incorrect and the number of causal factors cited. Only reviews submitted to reports are included in the data.

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

Eligibility Element Comments: For the selected eligibility element provides the case number, causal factor(s) cited and the comments from the Comments section of the review. Only Incorrect reviews submitted to reports are included in the data.

Eligibility Element Overview: For each element, summarizes the number of cases reviewed, reviews with an Element Status of NA, and the number and percentage with an Element status of Incorrect or Correct. Also provides the total number of Elements Reviewed, Total Elements Correct and the overall Element Accuracy. Only reviews submitted to reports are included in the data.

Eligibility Element Overview Trend: Provides the eligibility element accuracy rate for a period of time not to exceed 12 months. Only cases submitted to reports are included in the data.

Eligibility Element Summary: For the selected Element summarizes the number of cases reviewed, the number of reviews where the Element Status was N/A and the number and percentage of reviews with an Element status of Correct or Incorrect. The summary provided is based on the management level selected in the criteria. Only reviews submitted to reports are included in the data.

Employee History: For the selected employee, provides the case accuracy rate and the payment/benefit accuracy rate for each position that the employee has occupied in the case review system. Only cases submitted to reports are included in the data.

Payment Accuracy Detail: For each worker, provides the total number of incorrect and correct reviews, the benefit amount at review, the benefit difference and the payment accuracy rate. Only reviews submitted to reports are included in the data.

Payment Accuracy Summary: Summarizes the total number of correct and incorrect reviews, the benefit amount reviewed, the benefit difference, and the payment accuracy rate. The summary provided is based on the management level selected in the criteria. Only reviews submitted to reports are included in the data.

Response Due Detail: Provides the Review ID, Case Number, Case Name, Response Due Date, Days Allowed, and the Number of Days Remaining or Past Due for all reviews that have been Submitted to Worker and have a *Response Required* status in the Worker Response field.

Response Due Summary: Summarizes the number of reviews that are past due or pending based on Review Class for all reviews that have been Submitted to Worker and have a *Response Required* status in the Worker Response field. The summary is based on the management level selected in the criteria.

Review Count: Provides the number of full, targeted, and total reviews as well as the total number of cases reviewed for each program. Report can drill down to

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

the individual case review. Reviews are counted the month the reviewer submits the review to reports.

Unsubmitted Reviews: Provides the Review ID, Case Name, Worker, Case Number, Date Entered, and Days Unsubmitted for all case reviews that have been entered, but not submitted to worker or to reports. (W) indicates not submitted to worker and (R) indicates not submitted to reports.

Worker – No Response: Provides the Worker name and total reviews that were submitted to reports with a response of 'Not Received – Submitted to Reports'. The report drills down to provide the Review ID, Case Number and Case Name.

3.1.2 The system must allow designated BCF staff to run ad hoc queries using an option such as Structured Query Language (SQL) Option

Rushmore Response

In addition to the "canned" reports, the system will allow BCF to run ad hoc reports using the SQL Query Option of the system. The reports will also allow the user to export report data into another application, such as Microsoft Access or Microsoft Excel, thus allowing the user the ability to generate additional reports based on that data.

3.1.3 The reports must contain a criteria screen that will allow the user to customize reports. Criteria will include start and end dates, management levels, case action and review types.

Rushmore Response

Each report will have predetermined criteria allowing the user to customize reports. Some, but not all of the criteria that will be used to customize reports are:

- Start Date and End Date – If these fields remain blank, the reports will contain information on all reviews conducted without regard to the date of the review. If a specific time frame is desired, the user can enter a start date and end date.
- Worker and Authorized By - Allows the user to run reports based on either the worker who currently manages the case or the worker who authorized the action.
- Management Levels – Allows the user to generate reports based on data for the entire state or a specific region, office, supervisor or worker. The management level fields are dropdowns lists that contain the allowable entries.
- Functions – Allows the user to run the reports for all functions or a specific function.
- Case Action – Allows the user to limit the report to a specific case activity.
- Review Type – Allows the user to limit the report to the designated review type.

28

- 3.1.4 **Must have various levels of reporting, i.e. by worker, by supervisor, region, statewide with corresponding security levels for access to the reports.**

Rushmore Response

Authorized users will be assigned security roles that establish their access to various facets within the case review system. Some examples of security roles include:

- **System Administrator:** This is the highest authority and grants complete access to all functions in the system. A typical installation defines one or two System Administrator logins.
- **Administrator:** Administrators have the same authority as a System Administrator, but are restricted from Application Options.
- **Reviewer:** Reviewers are allowed to Enter Reviews, Find Reviews, and View Reports. They are not able to modify or delete a case review once it has been submitted to reports.
- **Reports:** Reports Users are only able to view reports. Most often this role is assigned to trainers and upper management.

Additionally, the system will contain a 'view' security. Rushmore will work with BCF to determine the reviews and reports that staff will be allowed to view. For example, a supervisor could be granted permission to view reviews and reports for their assigned workers or they could be granted permission to view reviews and reports for all workers in the office, region, or state.

- 3.1.5 **The vendor must allow for HTML reports generated by the system with print capability**

Rushmore Response

Reports will be HTML and have the capability to be printed.

28

4.0 System Performance

The system shall have the following performance attributes:

- 4.1 Data field validations will be verified within the user's browser without sending data to the server.

Rushmore Response

The Case Review System validates data entry fields in the user's browser before sending to the server. Data fields are validated for data type, length, and for meeting business rules, all within the client-side user interface prior to being submitted to the database.

- 4.2 The necessary time to upgrade the system when a new version is released should not exceed three (3) hours.

Rushmore Response

New version upgrades to the Case Review System will take less than three (3) hours.



5.0 Security

The system shall have the following security features:

5.1 Security Plan and Compliance

5.1.1 Vendor must include a system security plan

Rushmore Response

Rushmore has a security plan for the application.

1. Profile the Application Data and Usage – The nature, sensitivity, and criticality of the data that will be collected in the application is determined. The people and entities that will access the application are identified and the method of appropriate access determined for each.

2. Risk Assessment – Based on the profiling from step 1 of the plan, risks are identified and ranked. Application areas are rated for likelihood of attack or breach.

3. Development and Programming – Perform incremental-reiterative “white box” testing and analysis of program modules for vulnerability. New and modified code is evaluated against industry security standards and the needs determined by steps 1 and 2 of the plan. Specific sections of the testing cover these areas to determine impact:

Application Configuration

User Authentication/Authorization

Session Management (web applications)

Data Validation – evaluation for common attacks

Error Handling – Is proper and secure error handling in place?

Data Protection – Is data encrypted in transit when appropriate?

Auditing – Is proper and appropriate auditing in place?

4. Staging and Production Implementation – Perform “black box” testing of the application in the user acceptance and production environments. Test for attacks and vulnerabilities. Tests are performed by human testers along with automated security analysis/scanning tools.

5. Remediation – If issues or potential problems are identified during any stage of the security plan, a remediation plan is developed.

5.1.2 As the application moves thru the stages of implementation, it must be subjected to and comply with National Institute Standards and Technology (NIST).

Rushmore Response

We regularly review and follow the NIST Federal Information Processing Standards where applicable, including but not limited to the Standards Publication numbers 181, 190, 191, 196, 197, 199, 200, and 200-1.

28

- 5.2 The system must retain an access log of when a user logs on, logs out, or his/her session times out. This text log will contain the user's ID, date, time of logon/logout/timeout, and activity type (log in, log out, time out).

Rushmore Response

The application will log these events to an audit table in the SQL database. The application's system administrator has access to audit reporting, where events can be filtered by date range, event type, and/or user.

- 5.3 The system must support strong password functionality that can be configured by the system administrator. These capabilities include the length of passwords, types of characters required (numbers, symbols, uppercase letters, lowercase letters), the password change interval in days, and the user password expiration notification in days.

Rushmore Response

The application enforces strong password rules that are configurable by a system administrator. The password rules cover password length, requiring upper and lower case mix, requiring a symbol character, requiring numbers, limiting the reuse of the same password within a time period, preventing the user ID from being contained in the password, or the user's first/last name, and limiting the use of repeating characters in a password. The application also has configuration options for the number of days before a password will be expired, and the number of days prior to expiring when a warning will be displayed to the user. The application also tracks the five most recent passwords used, and can be set to prevent the reuse of those five regardless of the date. The number of password failures allowed is also configurable with settings for the number of tries allowed, and the number of seconds or minutes before the counter is reset for the user.

- 5.4 The system must monitor and report any unauthorized access attempts to the system administrator.

Rushmore Response

The application can be set to provide a warning message at the system administrator sign-in if failed login attempts have occurred within a number of days. The number of days is determined by an application setting. The admin user can also run a report on the audit event history at any time.

- 5.5 The system must support multiple user account status options to minimally include: 'Inactive', 'Active', 'Locked', and 'Must change password upon next login'. System must provide an audit log of access changes.

Rushmore Response

The application user account record contains a field to mark an account Inactive, and a field to mark an account as Locked. The Locked field is automatically set for the account after too many failed password attempts. The Locked field can also be set or cleared manually by the system administrator. The field for "Password Change Required" is automatically set for all new users, and can also be manually set by a system administrator. The application keeps an audit log of any changes made to a user account

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

by a system administrator, and also logs an event to the audit table when an account is locked due to failed password attempts.

- 5.6 The system must alert users to an expiring password based on the user password expiration notification set by the administrator and prompt the user to change their password in advance of expiration.

Rushmore Response

The application provides warnings to the user before a password expires. The number of days in advance of expiration is controlled by a system administrator application setting.

- 5.7 The system must allow users to change their own password after successfully logging into the application and enforce strong password functionality.

Rushmore Response

User's change their password at the application logon form. They must provide their current password, the new password, and retype the new password for confirmation. The strong password rules described in 5.3 are enforced on all new passwords.

- 5.8 The system must allow the system administrator to restrict user account access. System must provide an audit log of access changes.

Rushmore Response

The system administrator can completely block an account by setting it to Inactive or Locked. Access to application functionality is also controlled by the application's role-based security. Predefined roles are assigned to a user account by the system administrator or security officer.

- 5.9 The vendor will provide system upgrades, patches and other changes to the application via a secure ftp site that can be accessed only by West Virginia technical staff to obtain appropriate files and documentation.

Rushmore Response

The Rushmore Group maintains a secure FTP site that supports both FTP over SSL/TSL and SFTP-SSH protocols. An FTP directory, account, and password will be provided to West Virginia technical staff by Rushmore.

- 5.10 Any configurations required for the system to be installed and to run on the West Virginia test/training and production databases will be built into the code provided by the vendor. West Virginia will not modify installation and/or other configuration files provided by the vendor for either environment.

Any configurations required for the system to be installed and to run on the West Virginia test/training and production databases will be documented by the vendor.

Rushmore Response

The installation does not require any configuration. The application will be delivered with the initial system administrator settings as requested by West Virginia. The application

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

does require information about the SQL Server instance, database name, and SQL login account. This information must be placed in the Global.asa file.

- 5.11 The vendor will provide “back out” procedures in the event a version of the application needs to be uninstalled by West Virginia staff.

Rushmore Response

Back out procedures will be provided.

- 5.12 The system must have the ability to provide for various levels of security and those security levels can be managed by BCF administrators.

Rushmore Response

The application provides security roles that are assigned to user ID's. The security roles provide access to different levels of functionality. The application user ID's are maintained by system administrators, or by user's that have been assigned the Security Maintenance role.

- 5.13 The system must store all passwords in an industry standard encrypted format (www.csrc.nist.gov/publications).

Rushmore Response

User passwords are not stored in plain text. The password is stored in the user table as an encrypted string.

- 5.14 The system must not use schema owner or privileged user to connect to the database.

Rushmore Response

The application does not require a DBO or privileged SQL user account. A standard SQL login with Select, Add, Update, Delete, and Execute privileges is used.

- 5.15 The system must use least privilege (Industries Standard Language) to connect to database. The user utilized to connect to the database for configuring strong password parameters must not be the same user connecting to the database for other administrative processes and that must not be the same user connecting to the database for update, or user connecting to the database for query.

Rushmore Response

The security roles assigned to the application user accounts limit the functionality and access to the database.

- 5.16 The system should be tested to mitigate the Top 10 Most Dangerous Programming Errors. The standards are found on-line at <http://www.owasp.org/index.php/Topten>

Rushmore Response

Rushmore follows the coding recommendations for avoiding the top 10 programming/security errors. Data entry fields are validated for length and data type both



DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

through client validation, and also through stored procedure parameters. Escaping, output encoding, and character replacement are used to protect against injection attacks and XSS in untrusted data. Session/user identification is not passed as part of any application URL, and application inactivity timeout is in place.

- 5.17 There must not be any SQL, either static or dynamic, executed on any web page. All queries, inserts and updates should be handled by passing parameters to stored procedure.**

Rushmore Response

No direct SQL syntax, either static or dynamic exists in the application code. Application interaction with the database is by parametrized SQL stored procedures only.

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

6.0 TECHNICAL REQUIREMENTS

- 6.1 The vendor will ensure that the software program and database designed in response to this RFQ will be compatible with Windows 2008, Microsoft Office 2010, and the hardware and operating system in place by the Office of Technology.

Rushmore Response

The application has been in use with Windows Server 2008 and 2008 R2. The client portion of the application is compatible with Windows XP, Windows Vista, and Windows 7. Current information on the future release of Windows 8 does not indicate any compatibility issues.

6.2 **Perpetual Licensing**

The vendor hereby grants to the state an irrevocable, perpetual, non-exclusive, royalty-free, right and license to (i) use, copy, modify and create derivative works of the software solely for performing or supporting the state's business activities; (ii) permit state-authorized individuals, consultants, groups, agencies, and organizations to access and interact with the software through the system's internal and external interfaces, including without limitation, delivering data to and extracting data from the system; and (iii) demonstrate and perform the software for the public, including the state's constituents and other governmental entities. The license granted in the preceding sentence does not include the right by the state to (a) use or allow others to use the custom software described herein to commercially compete with the vendor or its subcontractors or (b) the right to transfer, license, or sublicense the custom software described herein to the government of any other state, or other locality thereof, or the United States Government.

The perpetual license grants the agency the right to use and access the software system indefinitely upon payment of the one-time licensing fees included on the cost of the system. The license shall allow multiple users to use/access the software concurrently/simultaneously. The license shall have no limitation on the number of users and the number of Central Process Units (CPUs) (i.e., mainframes, servers, workstations, desktops PCs) and capacity/size of CPU on which state agency can operate the licensed software with no additional cost above the firm, fixed price as specified in the initial cost.

- a. The unlimited perpetual license for all custom software shall allow for unlimited installation of the software on the chosen platform (i.e., development, test, integration, production, etc) at no additional cost to the agency.
- b. WVDHHR understands that fees may be required in order to receive software updates (which include enhancements, corrections, modifications, additions, and later versions of the licensed product) and/or technical support. However, it remains the sole option of the state to purchase such service or to decline the service. If the state chooses to discontinue this service, the software would continue to be legally licensed for use.

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

- c. Except as otherwise provided for herein: (a) The vendor shall have and retain all of its right, title, and interest, including intellectual property rights, in and to the vendor's software, custom software and vendor technology and (b) the state (or its other vendors or licensors, if applicable) shall have and retain all of its right, title and interest, including intellectual property rights, in and to the state intellectual property.

Rushmore Response

The perpetual software license will conform to all of the requirements in Section 6.2.

- 6.3 The software program must be web based and must be compliant with Internet Explorer 8.00 in IE 8.0 Mode (World Wide Web Consortium Standards), www.w3.org/standards.

Rushmore Response

The application is targeted at the Windows Internet Explorer family of web browsers, and has been tested and used with Internet Explorer 8 and Internet Explorer 9.

- 6.4 The database must reside on the State Microsoft SQL Server.

Rushmore Response

The database will reside on the State MS SQL Server.

- 6.5 Multiple installations on individual users' computers should not be required for this application.

Rushmore Response

The application does not require any installation on the user's computers. The user interface is entirely browser based, and does not use third party components.

- 6.6 No additional Department investment of hardware, server software and desktop software is expected.

Rushmore Response

No additional hardware, software, and desktop software are needed.

28

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

6.7 WVDHHR computer network system is updated and modified regularly. The minimum software available:

Database: Microsoft SQL Server 2008, Cipher Strength 128 bit.
DHHR utilizes VeriSign Certificates

Desktop: DHHR is currently using Windows XP. In the near future the agency is migrating to Windows 7 and Internet Explorer 8. The system must operate on Window 7 or greater and Internet Explorer 8.0/

Rushmore Response

The case review system can operate on these network systems.



Appendix A

SOFTWARE PERPETUAL LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on _____, between The Rushmore Group, LLC ("Licensor"), with its principal place of business located at 9 Forest Avenue, Vermillion South Dakota 57069 and Name of Party Receiving License ("Licensee"), with its principal place of business located at Address of Party receiving License and shall be effective as of _____ (the "Effective Date").

RECITALS

WHEREAS, this Agreement is a license agreement and not an agreement for the sale of software.

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this agreement;

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Grant of License

Subject to the terms and conditions herein, the vendor hereby grants to the state an irrevocable, perpetual, non-exclusive, royalty-free, right and license to (i) use, copy, modify and create derivative works of the software solely for performing or supporting the state's business activities; (ii) permit state-authorized individuals, consultants, groups, agencies, and organizations to access and interact with the software through the system's internal and external interfaces, including without limitation, delivering data to and extracting data from the system; and (iii) demonstrate and perform the software for the public, including the state's constituents and other governmental entities.

2. Use and Access

A. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software for the purpose of using the software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Licensor.

B. Licensee will use the Software only for its internal business operations and will not permit the Software to be used by or for the benefit of anyone other than Licensee. Licensee will not have the right to re-license or sell rights to access and/or use the Licensed Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Licensee agrees to use the Software in a manner that complies with all applicable laws including intellectual property and copyright laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.

DEPARTMENT OF HEALTH AND HUMAN RESOURCES
RFQ - BCF12046 - WEB-BASED CASE REVIEW SYSTEM

C. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the software through a single identification or password code being made available to multiple users on a network.

3. Term and Termination

- A. The perpetual license grants the licensee the right to use and access the software system indefinitely upon payment of the one-time licensing fees included on the cost of the system. The license shall allow multiple users to use/access the software concurrently/simultaneously. The license has no limitation on the number of users and the number of Central Process Units (CPUs) (i.e., mainframes, servers, workstations, desktops PCs) and capacity/size of CPU on which state agency can operate the licensed software with no additional cost above the firm, fixed price as specified in the initial cost.
- B. The unlimited perpetual license for all custom software shall allow for unlimited installation of the software on the chosen platform (i.e., development, test, integration, production, etc) at no additional cost to the licensee.
- C. The licensee understands that fees may be required in order to receive software updates (which include enhancements, corrections, modifications, additions, and later versions of the licensed product) and/or technical support. However, it remains the sole option of the licensee to purchase such service or to decline the service. If the licensee chooses to discontinue this service, the software would continue to be legally licensed for use.
- D. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least thirty (30) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

4. Ownership of Intellectual Property

Title to any proprietary rights in the Software will remain in and be the sole and exclusive property of Licensor. Licensee will be the owner of all content created and posted by Licensee.

5. Confidentiality

A. Licensee acknowledges that the Software embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to Licensor. Licensee will safeguard the right to access the Software using the same standard of care that Licensee uses for its own confidential materials and use due care to protect licensor's information as confidential against unlicensed users.

28

B. All data pertaining to Licensee disclosed to Licensor in connection with the performance of this Agreement will be held as confidential by Licensor and will not, without the prior written consent of Licensee, be disclosed or be used for any purposes other than the performance of this Agreement. Licensor will safeguard the confidentiality of such data using the same standard of care that Licensor uses for its own confidential materials. This obligation does not apply to data that: (i) is or becomes, through no act or failure to act on the part of Licensor, generally known or available; (ii) is known by Licensor at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to Licensor by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by Licensor as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Licensee. Further notwithstanding the forgoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

6. Warranty and Disclaimer

Licensor warrants the Software is developed and will be provided in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of Licensee's discovery of the defect. Licensor's exclusive remedy for the breach of the above warranty will be for Licensor to provide access to replacement Software within a commercially reasonable time. This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose and any oral or written representations, proposals or statements made on or prior to the effective date of this agreement. Developer expressly disclaims all other warranties.

7. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Licensee will indemnify and hold Licensor harmless against any claims incurred by Licensor arising out of or in conjunction with Licensee's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Licensor's total liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee to Licensor during the twelve month period immediately preceding the occurrence or act or omission giving rise to the claim.

8. Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

28

9. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

10. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of South Dakota. The arbitration will be held in South Dakota. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

11. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

13. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

14. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Licensor: The Rushmore Group, LLC

By: _____

Title: Chief Executive Officer

Licensee:

By: _____

Title: _____

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

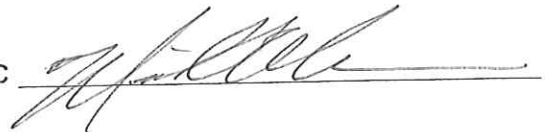
Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATUREVendor's Name: The Rushmore Group, LLCAuthorized Signature: Karen M. Stegler Date: March 6, 2012State of South DakotaCounty of Hughes, to-wit:Taken, subscribed, and sworn to before me this 6 day of March, 2012.My Commission expires My Commission Expires April 4, 20 .

AFFIX SEAL HERE

My Commission Expires:
April 4, 2017

NOTARY PUBLIC



AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. DISPUTES - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. HOLD HARMLESS - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. PAYMENT - Any references to prepayment are deleted. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment for services will be in arrears.
6. INTEREST - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. NO WAIVER - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. FEES OR COSTS - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. *In such event, Agency will not be entitled to a refund of any software license, subscription of maintenance fees paid.*
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. CONFIDENTIALITY - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: The Rushmore Group, LLC

Signed: [Signature]

Title: Chief Operating Officer

Date: March 12, 2012

000024

ATTACHMENT
P.O.# BCF12046

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Karen M. Stangle March 12, 2012
Signature Date

Chief Operating Officer
Title

The Rushmore Group, LLC
Company Name

Signature Date

Title

Agency/Division



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

Request for Quotation

RFQ NUMBER
 BCF12046

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*THE RUSHMORE GROUP, LLC
 9 FOREST AVENUE
 VERMILLION, SD 57069*

SHIP TO

HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE
 350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/10/2012				

ID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR QUOTATION		
				TO PROCURE A WEB-BASED APPLICATION FOR COLLECTING AND REPORTING INFORMATION ON ECONOMIC ASSISTANCE CASE REVIEWS, DESIGNED FOR USE OVER A SECURE INTRANET/WIDE AREA (WAN) ENVIRONMENT FOR THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES/BUREAU FOR CHILDREN AND FAMILIES.		
				*****MANDATORY PRE-BID MEETING*****		
				THERE WILL BE A MANDATORY PRE-BID MEETING SCHEDULED FOR FEBRUARY 29, 2012 AT 10:00 AM IN ROOM 719 OF THE DIAMOND BUILDING, 350 CAPITOL ST. CHARLESTON, WV		
				BID OPENING: MARCH 15, 2012		
0001	1	EA		205-66 AUTOMATED WEB-BASED CRS SOFTWARE ONE-TIME LICENSING FEE.		
0002	14	EA		205-66 TRAINING (TRAINING SHALL INCLUDE ALL TRAVEL EXPENSES AND TRAINING MATERIALS)		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR' 54



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

Request for Quotation

RFO NUMBER
BCF12046

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE
 350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

SHIP TO

VENDOR

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/10/2012				

OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
003	4	EA		205-66		
	SOFTWARE UPDATES					
004	1	EA		205-66		
	SYSTEM MAINTENANCE/TECHNICAL SUPPORT SERVICES.					
005	7	EA		205-66		
	TRAINING - COST PER DAY					
	EXHIBIT 3					
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.					
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE					

FIRM FOR THE LIFE OF CONTRACT FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-----	------	-----------------------------------

INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR' 55



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

Request for Quotation

RFQ NUMBER
 BCF12046

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE
 350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/10/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

PLEASE PRINT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR' 56



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

**Request for
 Quotation**

RFQ NUMBER
 BCF12046

PAGE
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE
 350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/10/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REV. 01/17/2012</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON FEBRUARY 29, 2012 AT 10:00 AM IN ROOM 719 OF THE DIAMOND BUILDING. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for Quotation

RFQ NUMBER
 BCF12046

PAGE
 5

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE
 350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/10/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ADDRESS: 350 CAPITOL STREET CHARLESTON, WV 25301</p> <p>MANDATORY PRE-BID MEETING WILL TAKE PLACE AT ABOVE ADDRESS.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MARCH 2, 2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

FOR INFORMATION REGARDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
BCF12046

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE

 350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
02/10/2012				
BID OPENING DATE: 03/15/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COURTESY COPY: A COURTESY COPY SUBMITTED WITH YOUR BID WOULD BE GREATLY APPRECIATED.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RW/FILE22</p> <p>RFQ. NO.: BCF12046</p> <p>BID OPENING DATE: MARCH 15, 2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----605-224-8889-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Karen M. Stengele</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Karen M. Stengele</i>	TELEPHONE 605-224-8899	DATE 3/12/2012
TITLE Chief Operating Officer	FEIN 91-1773222	ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for Quotation

RFQ NUMBER
BCF12046

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE

350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/10/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT

***** THIS IS THE END OF RFQ BCF12046 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE



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

Request for Quotation

RFQ NUMBER
BCF12046

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

THE RUSHMORE GROUP, LLC
9 FOREST AVENUE
VERMILION, SD 57069

V
E
N
D
O
R

S
H
I
P
T
O

HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE
 350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/08/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. PRE-BID CONFERENCE SIGN-IN SHEET ATTACHED. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: BCF12046						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
<input checked="" type="checkbox"/> NO. 1..... <i>Questions and Answers</i> NO. 2..... NO. 3..... NO. 4..... NO. 5.....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE 'ARTIFED VENDOR'

61



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

Request for Quotation

RFQ NUMBER
 BCF12046

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*THE RUSHMORE GROUP, LLC
 9 FOREST AVENUE
 VERMILLION, SD 57069*

SHIP TO

HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE
 350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

DATE PRINTED 03/08/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;"><i>Karen M. Stenge</i>..... SIGNATURE</p> <p>NO OTHER CHANGES.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Karen M. Stenge</i>	TELEPHONE 605-224-8899	DATE 3/12/2012
TITLE <i>Chief Operating Officer</i>	FEIN 91-1773222	ADDRESS CHANGES TO BE NOTED ABOVE