



Medical Information Tracking (Med-IT®) Solution for RFQ MCH12021 - CaST Add-On System

ORIGINAL

Prepared For:

West Virginia Department of Health Services and Human Services
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PURCHASING DIVISION
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OxBow
Data Management Systems LLC.
A wholly owned subsidiary of McCallie Associates Inc.

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Data Management Systems LLC.
A wholly owned subsidiary of McCallie Associates Inc.

July 27, 2011

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Dear Ms. Wagner,

OxBow Data Management Systems LLC, a wholly owned subsidiary of McCallie Associates, Inc. an established Woman-Owned, Woman-Managed Small Business, is pleased to offer a state of the art Software as a Service (SaaS) solution as an alternative response to West Virginia's CaST Add-On System Request for Quotation (RFQ No: MCH12021).

OxBow brings qualifications over and above the competition and a solution, our Med-IT® Web-based Subscriber Services, to exceed expectations.

- Experienced staff – more than 19 years continuous support to Breast and Cervical Cancer Data Management Systems (BCC DMS)
- 20 demonstrated successful deployments; Nine Med-IT® deployments and eleven BCC DMS desktop deployments – low risk for migration
- Mature, CDC compliant system for NBCCEDP, WISEWOMAN, and CRC in use now and available 24X7, 365 to meet demands with minimum planned downtimes that avoid crucial work hours
- Demonstrated performance in providing expanded capabilities beyond CaST that are customizable to local needs and updated to meet evolving CDC requirements
- Professionally hosted and secure service freeing West Virginia infrastructure resources and eliminating the need for managing system compatibility
- Shared Functionality - each subscriber benefits from the capabilities added to meet the needs of others and the opportunity to “team together” to add functionality.

Simply put, West Virginia will benefit from OxBow's low risk, mature, enhanced capability solution and exceptionally experienced team. Oxbow's Med-IT® eliminates the future revisit of projects like the current CaST Add-On System. With Med-IT® you

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OxBow/McCallie has provided unmatched excellence in public health data management services supporting State and Indian Government Agencies since 1993.

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avoid future efforts to synchronize independently developed, disjointed, and constantly changing technology components, database configurations, and network interface issues that divert the attention of Health Communities from their real mission of serving their population base. In today's heightened security environment, agencies must actively guard against threats to privacy for data stored and exchanged across hundreds of local networks. Influenced by our Department of Defense experience in system security, Med-IT® is designed and maintained to address these cyber, physical, and environmental security and privacy threats. Med-IT® delivers behind-the-scenes state-of-the-art technology, layered security, and built-in intelligent knowledge management capabilities for the many years to come.


We hope you'll accept this unique offer to welcome West Virginia to the capabilities of OxBow and Med-IT® as described in the following sections of this proposal. OxBow looks forward to a successful relationship and provides the following confirmations:

- We commit our key personnel and staff to delivering the quality services that meet West Virginia expectations on schedule.
- There are no plans for direct support via subcontractors.
- We are prepared to accept the general terms and conditions.
- We are prepared to accept the specifications with minor (but equal) exceptions noted in Section 3.
- This offer is good for 60 days from the date of our proposal.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services, and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

Our key Point of Contact for this proposal is Ms. Jean Templeton, (800) 545-8915 extension 107, jean.templeton@mccallie.com

Sincerely,



Jennifer S. Maassen

Managing Partner, OxBow Data Management Systems, LLC
President and Chief Executive Officer, McCallie Associates, Inc.

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OxBow/McCallie has provided unmatched excellence in public health data management services supporting State and Indian Government Agencies since 1993.

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1. Executive Summary

OxBow's alternative approach offer replaces the CaST system and transitions West Virginia (WV) to Med-IT®, our mature, stable, operational software as a service (SaaS) system currently supporting nine customers' National Breast and Cervical Cancer Early Detection Program (NBCCEDP), WISEWOMAN, and Colorectal Cancer (CRC) programs. OxBow offers West Virginia the ability to be operating on Med-IT®, with functionality exceeding the RFQ desired latest version of CaST and add-on modules, in 7 months from the authority to proceed and provides operational use following migration to Med-IT® through month 10 at no extra cost. This will be accomplished by a team with unmatched experience to provide WV a low risk, highly capable system that only requires minimum adaptation, migration of converted WV data and configuration items, and training before use. This approach differs from the development approach in the RFQ – design and development of add-on modules to CaST, an application designed and maintained by a Centers for Disease Control (CDC) vendor, followed by integration of the add-on modules and non-web application into a web-like environment. Rather, OxBow offers Med-IT®, a fully integrated, modular designed web system professionally hosted by OxBow and available whenever and wherever you are, providing robust capabilities that exceed CaST.

This alternative offers several advantages. First, the system is designed to meet the State program needs and includes robust programmatic support functions, like billing authorization and case management, to assist the State in effectively administering their program. In fact, one of our competitors based their billing reimbursement on our early design used in our old desktop system. Second, it is a less risky option because it provides an integrated, secure web based system designed and supported by a single, highly experienced vendor under contract to you rather than a vendor designed collection of add-on modules built upon a core system designed and maintained by vendors contracted and responding to CDC, not you, and whose changes leave you vulnerable to having a broken system at any time. Third, we provide a matching training and simulation environment unlike the competition, one that allows WV the opportunity to test drive, provide feedback, and learn upcoming Med-IT® releases prior to operational use, without risking operational data.

While this approach would require WV to obtain a Med-IT® subscription to continue use following the end of this contract, the license itself provides not only continued use, but proactive and cost effective support. First, the subscription price includes revisions to meet new/changing CDC program requirements **at no extra cost** and access to upgrades and functionality added for other customers (a community larger than the Cooperative) as well. Second, the subscription alleviates the cost of using, upgrading and maintaining WV infrastructure or contracting revisions/fixes to add-on modules every time CaST is modified by

CDC. Simply put, **Med-IT® provides a system that exceeds CaST capability with a focus on functionality to meet State program management needs while maintaining 100% compliancy with CDC Minimum Data Element (MDE) requirements of NBCCEDP, WISEWOMAN, and CRC screening programs.** Many of our customers have seen significantly increased MDE accuracy, enabling them to move from a program in danger of losing CDC funding to one with strong MDE results, fostering funding for expanded and new pilot public health programs. Our customers have experienced the many advantages of Med-IT® over their predecessor systems, summarized in Figure 1-1 below:



Figure 1-1: The Med-IT® Approach Outweighs Other Systems and Provides Benefits that enable better Public Health Program Management

In order to let you compare our offer on a consistent basis with your RFQ approach, we have structured our approach in line with your specifications and price bid sheet. In the following sections we will provide you information about Med-IT® and our capability (Section 2), describe our approach and deviations from your specifications to adjust for the use of Med-IT® vice CaST (Section 3), and provide pricing of our alternative offer (Section 4). Appendix 3 provides further information about our subscription program based on RFQ information.

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2. Med-IT® Capability and OxBow Experience

Because we are offering an alternative system, we provide the following to demonstrate that Med-IT® not only meets but exceeds the envisioned CaST capability and is backed by a highly experienced team trusted by nine other Med-IT® network member State and Tribal Health Departments to safely store data and operate state of the art tools to administer their NBCCEDP, WISEWOMAN, and CRC programs.

Our combination of Med-IT® and our OxBow Data Management System's Team provides unmatched system capability and personnel expertise to bring WV OMCFH effective support, as summarized in Figure 2-1, and described further in the following sections.

2.1 Med-IT® Capability

OxBow's Med-IT® system provides the same data collection and reporting features as CaST, but is expanded to include additional features which assist our customers in managing their NBCCEDP, WISEWOMAN and CRC programs. In addition to the CaST requirements, Med-IT® includes flexible and integrated features such as billing reimbursement, client Case Management and provider quality management. Med-IT®

leverages the synergy of WVBCCSP and WV WISEWOMAN business rules within OxBow's modular "Service" components. The modular service design efficiently delivers the most frequently employed services to support CDC NBCCEDP, WISEWOMAN, and CRC programs gained by the sharing of best practices among all our Med-IT® network customers and our team's years of support experience. Securely hosted by OxBow with designed HIPAA safeguards, system redundancy and load balancing, Med-IT® provides truly secure, anytime and anywhere access that exceeds 99.99% up-time. All access to State data is controlled within the State by State Med-IT® administrators. State programs continue to own and control user access and user roles within Med-IT® for all their programs and their stakeholders. Simply put,

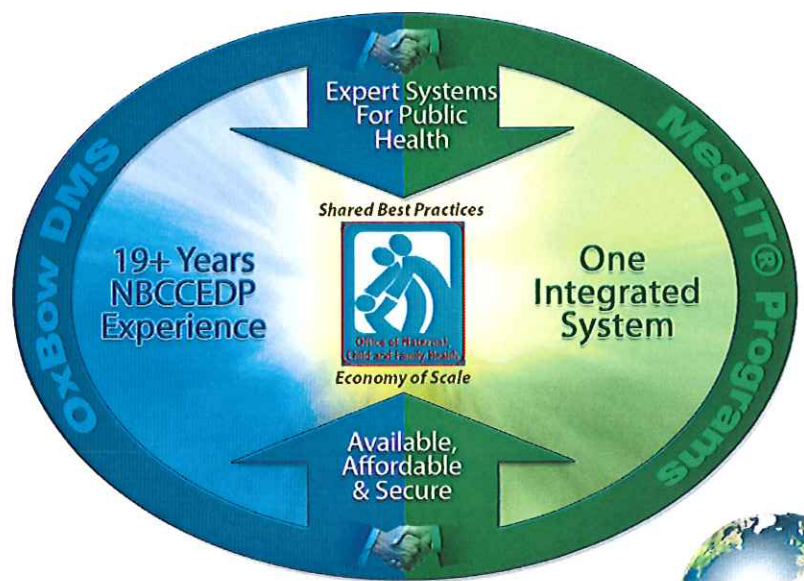


Figure 2-1: OxBow's Med-IT® and Highly Experienced Team provide WV OMCFH unmatched capability to support WVBCCSP and WISEWOMAN Programs.

WV gains Med-IT®'s powerful capabilities for all **WVBCCSP** and **WW programs supporters**, enabling them to perform their roles more easily and efficiently, as shown in Figure 2-2.

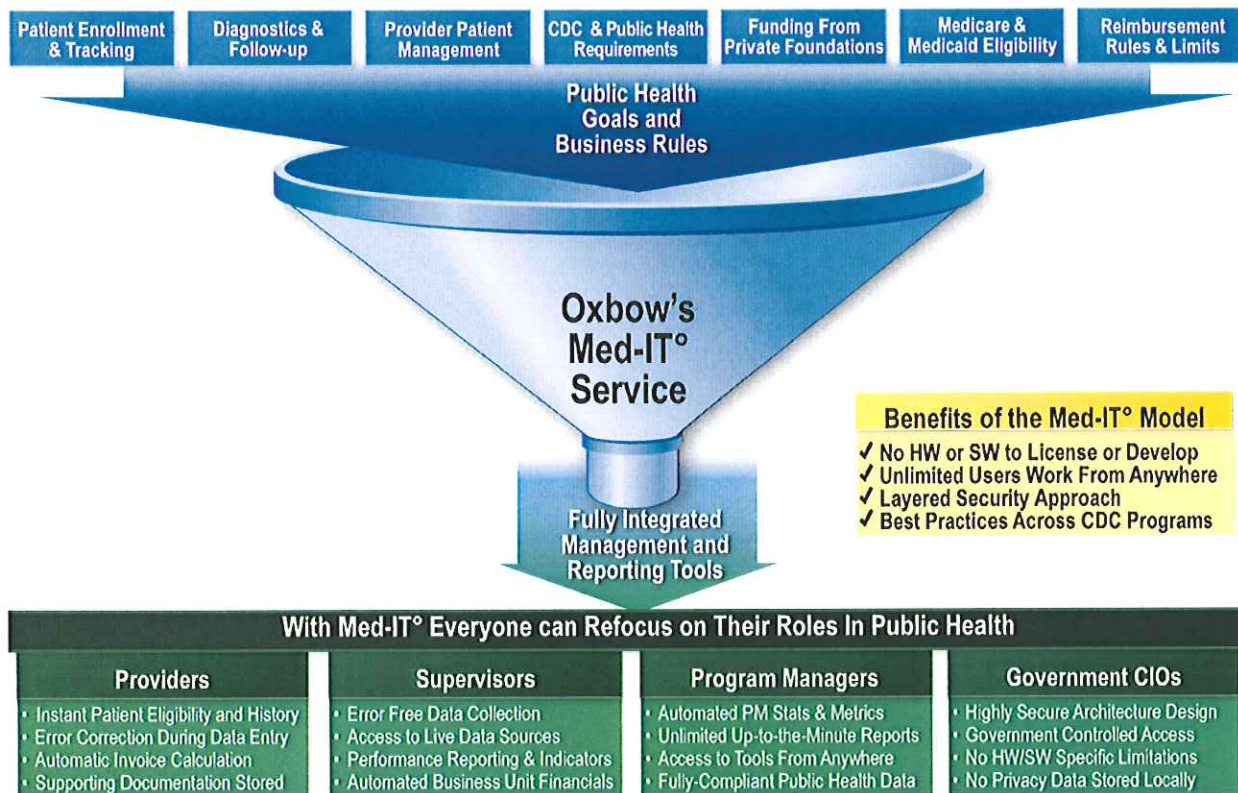


Figure 2-2: OxBow's Med-IT® Enables the Entire WV WISEWOMAN and WVBCCSP Team Perform Their Roles Easier and Better

The following sections provide information about Med-IT® directly related to West Virginia desired capabilities in the deliverable specifications, demonstrating the existing powerful and extensive capabilities Med-IT® can bring to West Virginia.

2.1.1 Integrated SQL Database and Business Rules (Deliverables 3 and 5)

OxBow's Med-IT® application integrates support for the NBCCEDP, WISEWOMAN, and CRC programs into a single integrated SQL based management system. Redundant data entry is eliminated and a complete screening and diagnostic history for clients is securely maintained. Med-IT® fully integrates these related functions to support any size public health program by centering the implementation of business rules on a patient's screening cycle including all related diagnostic work and provider billing and reimbursement systems. Using a single, integrated, live data store, Med-IT® provides services to subscribers that fully comply with all

national standards and business practices associated with the CDC programs while providing increased user functionality. For example, Users may enter multiple records of various types for clients and a client may have several diagnostic procedures on a given cycle. Med-IT® includes integrated regional and statewide administration and support to manage patient care and provider reimbursement, implementing most WV business rules in flexible, data entry and reporting menus using real time error checking. Additional capability detail regarding data quality enablers and Electronic Data Interchange to assist users is available in Appendix 1.

2.1.2 Integrated Billing Reimbursement (Deliverables 4 and 6)

A signature Med-IT® feature is a highly flexible, powerful and integrated billing reimbursement process. OxBow first developed the billing reimbursement module for our desktop application in 1992, and we have continued to improve and enhance billing capabilities ever since. The billing reimbursement function allows administrators to identify and implement an integrated set of business rules which 1) Define which providers are eligible to submit claims for specific services, 2) What associated documentation must be present in the system prior to paying a claim, 3) The amount which may be reimbursed, and 4) Which fund or funds should be used to pay for the service. This provides the built in ability for WV to define and track the use of D&T funds. All that is required is to add the fund to the list of available funds, indicate the amount available, and describe the situations which will pull from those funds using the Business Rules. All of this can be done by the user in the Administrative side of Med-IT® without the need for coding changes. The Business rules allow you to describe the situation where the funds are used based on any or all of the following: patient status, patient age, county the patient lives in or the county where the service was performed, date the service was performed, type of service (Breast, Cervical, etc.), and one or more CPT codes. Multiple Business Rules can be defined to use funds from a single source. This would, for example, allow you to specify that D&T funds would be used for breast services for women under 40 as well as cervical services for women over 18.

The Billing and Reimbursement module also includes the ability to track matching or in-kind funds, as well as handle refunds and automatically identify funds which may be withheld from future payments in lieu of a refund. Various Med-IT® reports identify claims ready for payment, as well as claims which failed the verification process. These reports also identify what corrective action must be taken to correct the problem. There are additional reports which show funds remaining for the year, by contract; amount spent by Current Procedural Terminology (CPT) code including the number of women served; and reports which help provide the numbers needed for input into CDC's Cost Assessment Tool (CAT). OxBow technical personnel have experience in implementing a variety of variations to the billing reimbursement

function including the standard fee for service, capitated payments, and even a version where providers were pre-paid for services.

WV State Med-IT® administrative personnel will be provided the ability to define valid CPT codes on an annual basis. This includes defining maximum reimbursement amounts and identifying the prerequisite supporting documentation for provider payment. Reimbursable CPT codes vary from year to year as CDC changes the procedures they cover. Even CPT codes which are covered consistently year to year may have different reimbursement rates. Med-IT® allows administrative personnel to define by the year covered CPT codes and associated maximum allowable reimbursement rate. Reimbursement rates can be further defined by the level of service (global, professional, technical, lab fee, etc.). Users can define any number of these service levels (often referred to as CPT modifiers) as needed for a CPT code. Reimbursement for a particular service level is cross checked against the provider allowed service levels during claim processing. For example, a provider listed as receiving Technical reimbursement levels will not be able to be paid at the Professional or Global rate. Normally CPT rates change at the start of a contract year. However Med-IT® has the flexibility for programs to define a partial contract year in order to change reimbursement rates within a contract year. Program managers only need to define the new contract year period and then they may define new reimbursement rates. Past rates are permanently maintained in the system, which allows claim processing based upon the date of service for the specific CPT code.

OxBow has also developed several Prior Authorization features for other network member subscribers which provide a means for service providers to request and obtain authorization and indicate a planned appointment date for a client prior to screening. This enables the State to maintain control over how many women receive screening before charges are incurred. In addition to setting the screening appointment, users have the ability to record planned appointments with either in-program providers or referral appointments outside the program, including final outcomes of the appointment (reschedule, no show, etc.)

2.1.3 One-Button MDE Generation (Deliverable 5)

OxBow personnel ensure Med-IT® supports the latest MDE versions required by CDC, and modifications are implemented at no additional charge to member network subscribers. Specifically, Med-IT® provides one-button generation of the various CDC-required data submissions, including the current NBCCEDP MDE version 6, WISEWOMAN MDE versions 7 and 8, and CRC CCDE version 1.02. Data for the CDC semi-annual MDE submission is exportable in both the CDC fixed-length ASCII format suitable for direct submission to CDC, and as a comma separated value (CSV) format suitable for import into another database or spreadsheet-based application for review and analysis.

2.1.4 Robust Reports (Deliverable 1)

In addition to one button MDE generation, Med-IT® contains reports which provide the same Performance Indicator, Clinical Cost Worksheet, and other similar CaST-type reports but typically provides additional detail, flexibility, and output options. Because most requested customer specific functionality, like new types of reports, is made available to the entire Med-IT® member base, our customers now have access to over 50 different useful reports. Access to specific reports and data is strictly controlled within each state's unique copy of Med-IT® by State program Administration personnel via state-defined user roles. More detail is available in Appendix 1 regarding MDE generation, ad hoc query, and report functions.

2.1.5 On-Line Help and User Manual (Deliverable 9)

The Med-IT® system contains an integrated dual on-line help application. The User Manual is available on-line and can be accessed from screens via a Help button. This automatically brings up the appropriate section of the User Manual for the user. Each screen also has a 'self-help' feature. Administrators may enter program specific instructions regarding how their users are to complete fields on a screen or perform a function in this self-help box. Once information is entered, the button is highlighted to indicate additional "help" information is available there for users. Clicking on the button brings up the specific State Administrator- entered information in addition to the general information regarding common procedures.

2.1.6 Designed and Maintained Security (Deliverable 7)

Med-IT®, hosted in a highly secure facility, secures each individual state's centrally managed database behind layered defenses and an internet based user interface which enforces role-restricted application and data security and business rules. Customizable role-based access levels allow State Program Administrators to determine, create and authorize various user level permissions necessary to manage the data. These WV determined access levels also allow WV to authorize appropriate and limited levels of use for providers, case managers, and related stakeholders. Further details about OxBow's approach to security are provided in Appendix 1.

2.1.7 High Availability and Data Backup

Med-IT® uses multiple database servers to achieve high availability and redundancy. The first level is Master to Master replication, which is maintained real-time. In addition, encrypted database backups to disk are completed each night after normal operating hours of all Med-IT® customers. These disk-based backups are encrypted using 256-bit AES encryption and then written to tape. Backup tapes are delivered to and maintained in a secondary secure storage location. Daily tape backups are maintained for a month and monthly backups are maintained for a year. WV OMCFH selects and assigns an Administrator role for designated staff members and will always have access to the full system and to all WV client data. Should WV desire

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additional backups, because you have access to all your data at all times, you may, at your discretion, download your data to maintain separate backups. Additional detail is available in Appendix 1.

2.2 OxBow Experience

OxBow works as a true partner; bringing qualifications over and above the competition to assist WV to better manage their Programs. Our Med-IT® team has supported Breast and Cervical Cancer (BCC) programs since 1993 and WISEWOMAN programs since 2001. Our support of these programs started in McCallie Associates, Inc. and because they were so successful, OxBow Data Management Systems, LLC was established as a wholly owned subsidiary of McCallie focused on these data management systems. The original McCallie staff supporting these public health programs moved with our data management systems into OxBow at the startup in 2009. They are the OxBow team proposed to support WV requirements. Our team has demonstrated a legacy of sharing community ideas across our customer market to benefit all the programs around the country. As shown in Figure 2-3 on the next page, we have over 19 years of history demonstrating staff continuity, support of multiple state configurations, adding new capabilities/technologies across the programs, and maintaining currency with all CDC program requirements. McCallie successfully accomplished eleven implementations of our legacy desktop BCC DMS and McCallie/OxBow successfully completed nine implementations of our state-of-the-art Med-IT® subscription service. When the Washington State DHS's data manager position went vacant, OxBow, a recognized BCC consulting expert, was contracted to perform those critical duties. OxBow's technical lead started with our first customer, Nebraska, and our Med-IT® software lead started with our initial development of Med-IT®. OxBow's Med-IT® team brings West Virginia true technical and business process experts in NBCCEDP and WISEWOMAN data management, demonstrated within the team's resumes provided in Appendix 2. In summary, our team provides WV the following unmatched qualifications to support our offer:

- Experienced staff – more than 19 years continuous support to Breast and Cervical Cancer Data Management Systems (BCC DMS)
- 20 demonstrated successful deployments; nine Med-IT® deployments and eleven BCC DMS desktop deployments – low risk for migration from legacy CaST, vendor, and state-developed databases and applications
- Demonstrated performance in providing expanded capabilities beyond CaST that are customizable to local needs and updated to synchronize with evolving CDC requirements
- Professionally hosted and secure service freeing West Virginia IT infrastructure resources and eliminating the need for internally managing system compatibility and IT programs
- Established formal training and continuous training environment with test ranges and training simulators to preview new releases before they Go Live in production

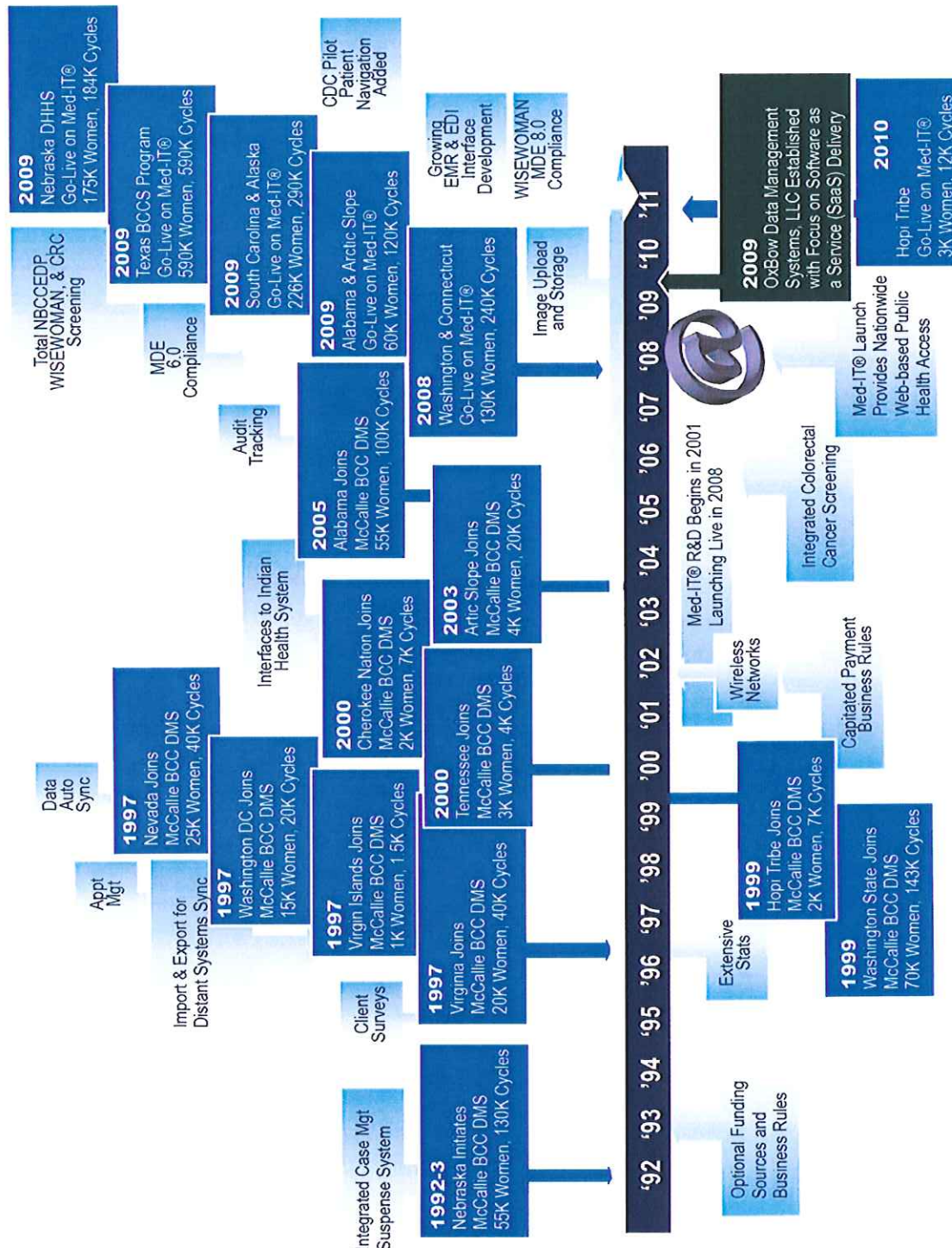


Figure 2-3: McCallie/OxBow has 19 Years of demonstrated Industry Leading Grant Based Health Programs Support Enabling Our Customers to Better Manage Their Health Programs

2.3 Med-IT® Access and Customer References

OxBow invites you to examine the system first hand and contact our customers to hear what OxBow and Med-IT® are doing for them. Provided below is the information for logon into Med-IT® and customer references information.

2.3.1 Med-IT® Log On

West Virginia can access the Med-IT® site open to our customers for training and testing of the next release version to check out the robust capability using the URL and logon information below:

URL: <https://test.med-itweb.com/>

Username: welcomewv

CDC Program Code: UT

Password: test1234

The initial page will prompt you for username and CDC Program Code. Upon successful entry and validation of those two items, you will be prompted for your password. You will also be prompted to change the password and answer security questions when first logging into the system. The password must be a minimum of 8 characters and include one number and one character. All the client data in the test system is dummied data so you may run reports and view data without HIPAA concerns.

2.3.2 Customer Information

OxBow, the CaST alternative market leader, supports seven State Health departments and two Indian/Native agencies using Med-IT®. Today, Med-IT® network members support nearly 700,000 patients and more than 1.6M screening cycles. Below are brief descriptions of three of our customer's programs followed by Table 2-1 with contact information and a summary of aspects of their programs:

The State of Washington has been using McCallie/OxBow's NBCCEDP desktop system in a distributed environment since 1999 and transitioned into Med-IT® in the summer of 2008. Washington's greatest challenge before Med-IT® was synchronizing the databases of their twelve regional coordinators and eliminating data issues associated with synchronization push and pull in a deployed desktop environment. Washington uses both BCC and CRC screening programs in Med-IT®.

The State of Connecticut was using a legacy MS Access database and Fox Pro database to keep track of their screenings. They were working hard to keep up with changes and integration manually. They went live with the Med-IT® portal in December of 2008 implementing all three CDC programs.

The State of Texas faced not being able to upgrade their state-built web-based system in time to meet CDC MDE 6.0 reporting requirements, projecting an 18+ month development cycle after the MDE 6.0 October 2009 due date. OxBow was able to successfully transition them from their legacy system to Med-IT® in 80 days enabling them to produce and submit a compliant MDE report and retain program funding.

Table 2-1: OxBow Customer References

Washington DOH Pama Joyner 111 Israel Rd. SE Tumwater, WA 98501	Connecticut DOPH Susan Yurasevecz Comprehensive Cancer Program 410 Capitol Ave, MS 11CCS Hartford, CT 06134	Texas DSHS David Auzenne, MPH Preventive Care Branch Manager M-328 Community Health Services 4100 W 49 st Street Austin, Texas 78714
Pama.Joyner@doh.wa.gov 306-236-3589	Susan.Yurasevecz@ct.gov 860-509-7977	David.Auzenne@dsht.state.tx.us 512-458-7111 x6388
First Med-IT® Go Live Customer -2008. Using NBCCEDP and CRC program features. Most successful regionalized network.	Using Med-IT® NBCCEDP, CRC, and WISEWOMAN program features since 2008. Early adopter of multiple CDC-programs in a unified Med-IT® health network.	Largest Med-IT® customer - 2009. Successful 80-day network-wide transition from legacy system to Med-IT®

3. Our Approach – Alternative Specifications (Minor but Equal Deviations)

3.1 OxBow Alternative to RFQ Specifications

OxBow's alternative approach provides West Virginia the following:

- Modification of existing Med-IT® billing authorization/reimbursement and D&T functionality and WISEWOMAN module to meet WV specific needs as agreed upon in the 4-day Design Session.
- Conversion and migration of WV BCCSP and WISEWOMAN data into Med-IT®
- On-site training of OMCFH staff on Med-IT® system administration and train the trainer.
- Transition to operational Med-IT® use within 7 months from the authority to proceed and 3 months of our subscription service (operational use and support) at no additional cost. Our proven transition process, successfully accomplished for nine other customers, provides West Virginia a low risk, better integrated migration to an industry leading system bearing State-focused features far superior to CaST add-ons for managing their BCCSP and WISEWOMAN Programs.

Assuming a 1 September 2011 authority to proceed, the Med-IT® system modified for West Virginia is estimated to be available by 1 April 2012 for operational use through the end of June 2012.

Specifications of our alternative approach's proven, transition implementation process used in the nine successful Med-IT® deployments, are provided in the following sections based on the five major tasks of our process:

- Initiation and Plan Finalization
- Data Conversion
- System Modification Build
- Training
- Go Live Cut-Over

Table 3-1 cross references the Med-IT® Solution major tasks, deliverables, and estimated timelines for WV with the RFQ Specification Deliverables.

Table 3-1: Med-IT® Solution Cross Reference To RFQ Deliverables

Major Task	Estimated Completion Timeline (From Authority to Proceed)	OxBow Med-IT® Solution Deliverables	Corresponding RFQ Deliverables
Initiation and Plan Finalization	+ 1 Month	<ul style="list-style-type: none"> ✓ Design Session at OMCFH ✓ Technical Memorandum of Understanding ✓ Go Live Implementation Plan 	<ul style="list-style-type: none"> ✓ #1 – Conceptual Design Development ✓ #2- Written Designs
Data Conversion	+3 Months	<ul style="list-style-type: none"> ✓ Converted WVBCCSP and WISEWOMAN Data for System Checkout 	<ul style="list-style-type: none"> ✓ #3 – CaST System Modification and Upgrade
System Modification Build	+ 6 Months	<ul style="list-style-type: none"> ✓ Staged modified system for Initial OK by OMCFH and use for Training/Continued Testing prior to Cut-Over 	<ul style="list-style-type: none"> ✓ #4 – CaST Add-On Reimbursement System ✓ #5 – WW Add-On System ✓ #6 – D&T Fund Add-On
Training	+6 Months	<ul style="list-style-type: none"> ✓ OMCFH Staff and Train the Trainer Training Complete ✓ WV Users Trained 	<ul style="list-style-type: none"> ✓ #8- Training & Installation ✓ #9 User Manual Documentation
Go Live Cut-Over	+7 Months	<ul style="list-style-type: none"> ✓ Final Data Conversion ✓ Full Production System Use 	<ul style="list-style-type: none"> ✓ #7 Web-Based Data Entry
Live Use	+10 Months	<ul style="list-style-type: none"> ✓ Full Use of Subscription Service (Hosted System) 	<ul style="list-style-type: none"> ✓ #10 System Technical Documentation

3.1.1 Initiation and Plan Finalization

After Contract Award, our Technical Team Lead, Carolyn Wendover, will travel to West Virginia for the 4-day Conceptual Design Development Session. This session will include Project Initiation and Design Review Meetings. We anticipate the Project Initiation Meeting will provide the opportunity to make introductions of staff, express expectations, and further discuss the way ahead. Following the meeting, we will conduct a best practice Design Review Meeting. During the design review, OMCFH staff will be provided an in-depth look at the Med-IT® system to ensure familiarity with the many capabilities our subscriber service provides. Ms. Wendover will then guide OMCFH personnel through a configuration and proposed enhancements to Med-IT® design process and confirm with the OMCFH staff the configurations and enhancements that will satisfy WV program requirements. This best practice ensures a clear common understanding of the modifications and customization required avoiding delays for costly re-work.

At the end of the 4-day Conceptual Design Development Session, OxBow and OMCFH staff will have the information needed to finalize the baseline Project Management plan. OxBow will

prepare a Technical Memo containing all decisions made during the Project Initiation and Design Review Meetings for presentation and acceptance by the OMCFH Program Manager not later than five days after the conclusion of the meetings. If the meetings result in an increased customization effort beyond what OxBow proposed, the technical memo will reflect the request by OxBow for an equitable adjustment of the contract to meet the additional workload. A Go Live Implementation plan will be provided NLT 30 days after authority to proceed based on the results of the 4 day Design Session.

3.1.2 Data Conversion

One of the true strengths of OxBow is our expertise in data conversion and the ability to provide the customers' standardized, accurate data in a short period of time. No other company has a better understanding of CDC data retention and reporting requirements and a process to make an accurate and thorough conversion of data a reality. We have successfully converted and loaded data 20 times for State, Territory, and Tribal BCC programs into our BCC DMS products over the last 19 years, including migrating nine programs to Med-IT®. These programs used a variety of legacy data systems including Access (CaST), Fox Pro, dBase, and SQL Database Management Systems. Our most recent conversion of a CaST legacy system program was Alaska in 2009 (CaST 6.0). Simply put, OxBow provides unprecedented breadth and depth to rapidly and accurately convert WV data for migration to Med-IT®.

Our multi-phased data conversion process, shown in Figure 3-2, effectively addresses the mechanics of the conversion, enables data standardization, and incorporates corrections to meet CDC's semi-annual MDE submission requirements.

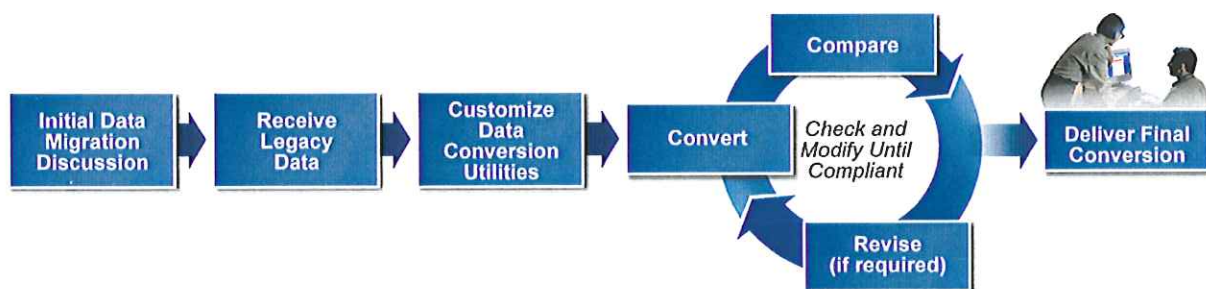


Figure 3-2: OxBow's Proven Data Conversion Process Yields Accurate, Validated Data Meeting CDC MDE requirements

For quality assurance, we generate an MDE report using converted data to compare against a baseline MDE generated using WV's current CaST system. OxBow experts verify conversion accuracy by reviewing MDE content, verifying MDE Edit Check results, and comparing frequency of result values. This is essentially the same comparison performed by Information Management Services Inc. (IMS) during MDE submission to check data quality and is OxBow's

method of ensuring WV's data conversion has been done accurately and will meet MDE reporting quality standards.

An integral aspect of this validation process is a meeting, between Ms. Wendover, your data manager and any other personnel most familiar with your data. This meeting can normally be completed in a series of webinars sessions. She will work with them to ensure all enrollment, screening, diagnostic, provider and referral documents are correctly captured within Med-IT®. If the initial Design meeting results in the discovery that the data is disjointed across numerous systems or will require significant data cleanup, an on-site Data Validation meeting may be planned. Once any conversion discrepancies are corrected or explained, an MDE file can then be generated and submitted for CDC verification of the conversion.

In our approach, data is converted at least twice prior to the final data conversion to test the conversion script and to streamline the conversion process. This best practice minimizes the time required for final data conversion and cut-over, reducing downtime and the amount of "catch up" data entry and editing workload.

Based on our analysis of the number of records and the current use of CaST, we expect to have the data conversion utility finalized and an initial load within 3 months of our authority to proceed. This estimate assumes WV can provide the legacy data and respond to data error resolution within the times specified in our plan. The actual time is subject to change based on confirmation of actual record numbers during the Design Review Meeting and will be reflected in the final project implementation plan schedule.

3.1.3 System Modification Build

OxBow provides rapid modification and system build by leveraging our experienced staff and using our best practice 4-Tier Architecture Concept, shown in Figure 3-3. The four environments enable rapid development and testing that shorten development cycles for better customer responsiveness, supports all phases of testing for quality assurance, provides a stable subscriber testing and training platform, and ensures a smooth transition to a secure production for each Med-IT® upgrade.

We will simultaneously begin the WV Med-IT® system build and modification (WV specific enhancements) processes with the data conversion process, which is also a best practice. This approach allows OxBow and OMCFH to test forms, business rules and menu items on actual de-identified WV system data. Our team will modify Med-IT® to provide WV specific capabilities as determined during the Design Review and approved in the Technical Memorandum. We will establish the WVBCCSP and WISEWOMAN Programs' Development, Test, and Staging environments within our best practice 4-Tier Architecture.

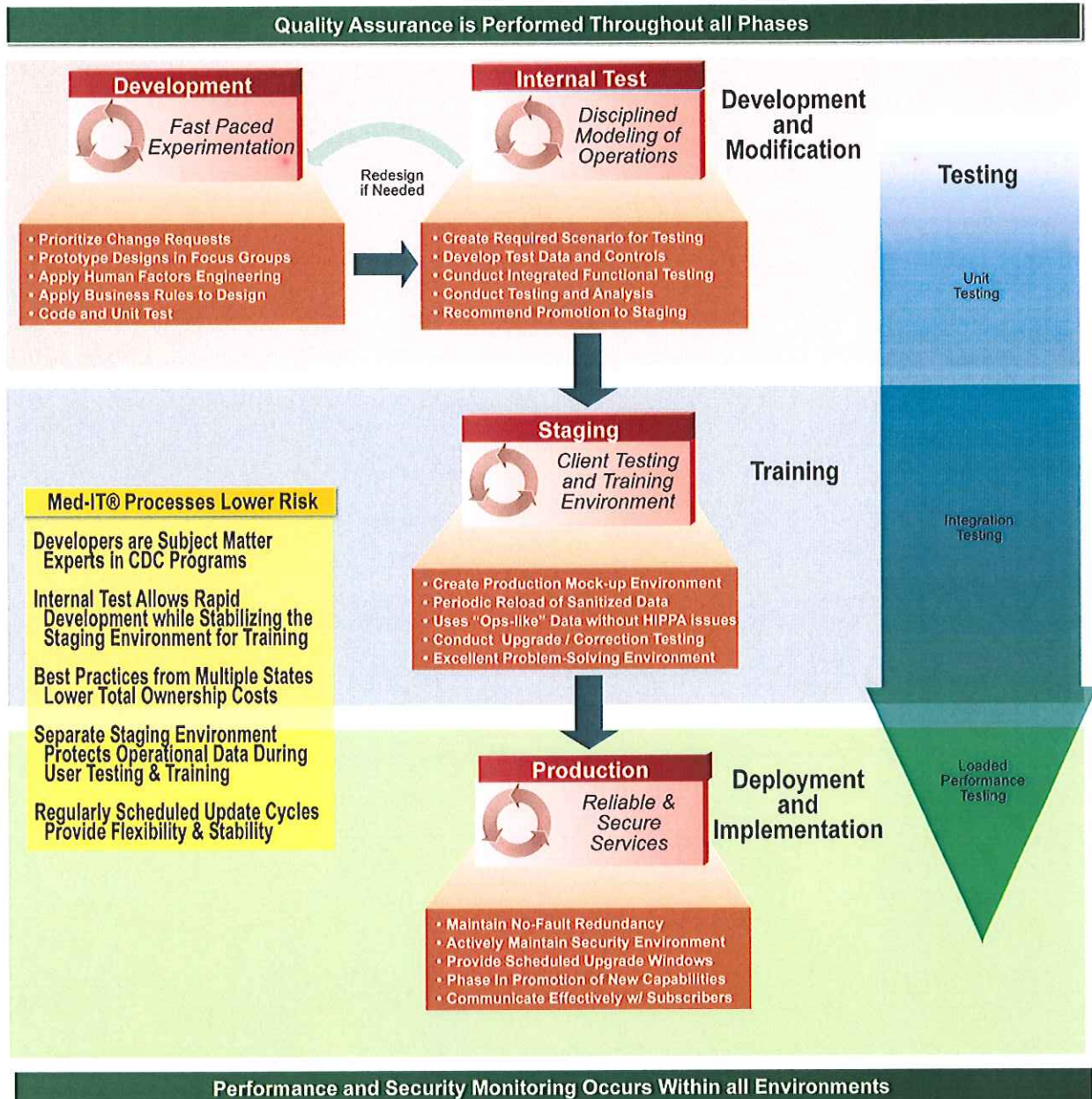


Figure 3-3: OxBow's Best Practice 4 Tier Architecture Concept Enables Shorter Upgrade Cycles, In-depth Testing and Quality Assurance, a Stable Training Site, and Secure Operations

We anticipate having the WV Med-IT® system established on the Staging environment within 6 months for initial acceptance checkout by OMCfH to ensure the system is ready for use in training. This timeline is subject to change based on the Implementation Plan Schedule finalized after the initial meetings and Technical Memorandum of Understanding.

Given that we begin with Med-IT®, a fully designed, production system, our approach to testing is different from that used in a typical application development project. There is no single, specific testing phase. Rather, testing and quality assurance is embedded in each task and all

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project activities. The two primary tools which allow us the flexibility to perform increasingly stringent testing are our iterative approach utilized in data conversion, and the 4-Tier Architecture used in our development, enhancement and system build activities.

OxBow testing of the delivered Med-IT® system follows standard I/T testing protocols. Our developers use internal peer reviews to ensure a consistent development approach. As individual changes, modules or enhancements are completed, they are initially unit tested by the development staff in the development environment. Subsequently, they are moved to the Internal Test environment where they undergo an integration test by our Business Analyst/Tester. Finally, the changes are moved to each program's Staging system where they are made available to the State Program to evaluate and test. It is only after passing each of the tests that changes are implemented in the Production system.

3.1.4 Training

OxBow offers OMCfH comprehensive training on all aspects of Med-IT® by employing a lessons learned, best practice, train before release. OxBow insists OMCfH staff, especially those selected to be WV Med-IT® system administrators, and WV program users receive initial training prior to Going Live on Med-IT®.

To employ this best practice, OxBow provides a training system on the Staging environment that has either the latest version or the next release version. Once the WV staging environment has been created, it will be constantly available for WV staff to login and begin familiarization with the latest planned Med-IT® capabilities for WVBCCSP and WW Programs. Releases will be staged for training use once testing has reached a mature state but prior to any implementation on the production system. The Staging environment provides WV a full-time training system, which allows WV OMCfH staff time to access and train users in a stable, and non-production system. This capability minimizes trainee exposure to HIPAA-protected data and concern for data corruption while providing realistic training and preparation for new versions to ensure optimum performance by users on the Production system.

Training can begin as soon as the award is made. OMCfH staff will be provided login information to the Med-IT® Base system, where they will be able to familiarize themselves with the capabilities of the Med-IT® services. Our staff will also use scheduled meetings and events to present informal training prior to the system being staged for the formal training classes. The first informal training will be scheduled to coincide with the Design Meeting. This meeting will include initial system administrator training where OCMFH staff will begin to learn the backend, or "Administrative" side of Med-IT®. Carolyn Wendover will provide ad hoc training during Data Validation Meeting(s) for the WV BCCSP and WISEWOMAN Data Managers.

The formal training includes the 1-day User training and 2-day Administrator's Courses. OxBow's formal training, honed over the 19 years of support, and Med-IT® workflow approach and available hands-on training environment, enable user training to be accomplished in one day. Our train the trainer approach consists of WV staff instructors attending user training conducted by OxBow, followed by an OxBow instructor conducting an actual user training class where WV instructor staff observe and provide assistance to students. We envision this training to be accomplished on the fourth day of our on-site training.

OxBow's approach to training provides an additional level of system integrity. Because OxBow utilizes our Development staff to provide the formal initial training using the planned production system, should there be a need for changes or adjustments to the system, these changes can be quickly addressed and are normally incorporated before the Go Live cutover.

OxBow's hands-on collaborative approach to testing is intended to facilitate WV knowledge of Med-IT®, which makes the on-site training more productive. It is imperative that WV take advantage of all training opportunities (over the phone, via webinar and use of the Med-IT® training platform).

3.1.5 Go Live Cut-Over

Installation is accomplished via our Go Live Cut-Over process, designed to minimize impact to daily operations. Go-Live is a straight-forward process. WV and OxBow will mutually determine the optimal day to begin live data entry into Med-IT®. For this proposal, we estimated a time based on allowing WV 30 business days to train users following our train the trainer session. Approximately 5 to 7 days prior to the Go-Live day, all data entry into CaST will be stopped, and a final CaST-generated MDE will be generated.

Once CaST data entry has stopped, a final conversion of all CaST data will be uploaded to the OxBow FTP site, and the data will be uploaded to the Med-IT® system. It typically takes 2 – 3 days to ensure all data has been loaded correctly and for the acceptance testing to be completed.

The OxBow Team will be onsite in Nebraska and will work with the Help Desk to ensure questions are answered, and that any minor changes or enhancements are loaded in a timely and structured manner. This is typically a time where user questions and concerns are first raised. Having overseen this transition several times, we are uniquely qualified to assist WV with questions and concerns.

3.2 Deviations to RFQ Specifications

This section describes the deviations to specific RFQ Vendor Requirements, Software Requirements, and Deliverables and Completion Timeframes due to our alternative approach

that provides not just an equal, but superior capability in less time. RFQ Specification Requirements are provided in italics at the beginning of each area discussed.

3.2.1 Vendor Requirements

- 1. Vendor will have a minimum of nine years experience working with CDC's NBCCEDP.*
- 2. Vendor will have a minimum of eight years experience developing add-on data systems to CaST, including a minimum of eight years experience developing CaST add-on applications.*
- 3. Vendor will not subcontract the work under this contract.*

Our team is highly qualified, as previously shown in 2.2. That said, requirement #2 is not applicable to our offer since we are not proposing to develop a CaST add-on application.

3.2.2 Software Requirements

- 1. CaST add-on system and all software/application codes will be the property of OMCFH upon delivery.*
- 2. Codes will be open for modification by OMCFH or another vendor at a later date as deemed necessary by OMCFH.*

Neither requirement 1 or 2 is appropriate for OxBow's software as a service (SaaS) offer. OxBow is not offering work for hire; rather OxBow is offering a subscription service for use of our copyrighted application, Med-IT®. Thus, no source code will be delivered or owned by OMCFH. Similar to the government's use of Microsoft Office applications or use of web (internet) based applications, OxBow's Med-IT® system is a copyrighted web application and is being offered for use by WV as a contractor hosted subscription service. As such, Med-IT® will remain the sole intellectual property of OxBow and ownership or any interest will not transfer to the State. The State will have and retain ownership and all rights to the data entered into and contained within Med-IT® as part of the State's use of the subscription service, including reports generated based on the State's data. We will not provide source code to use our product at termination of the contract. However, should OxBow be selected, we offer to escrow the source code with an independent third party who will turn over the source code in the event that OxBow at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support our proprietary product on a paid basis.

3.2.3 Deliverables and Completion Timeframes

3.2.3.1 Deliverable #1 – Conceptual Design Development (Month 1)

Vendor will attend and participate in one, four-day conceptual design development session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the session. Vendor, key Program, and WV Information Technology staff will work together during the four-day session to develop a conceptual design for the project. While on-site at OMCFH, vendor will perform the following:

- 1. Assess current OMCFH owned-hardware and software for the project.*

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2. Review existing business practices and procedures.
3. Document requirements and determine modifications to be made to the CaST system.
4. Work with key staff to collect information regarding problematic issues with the current CaST system.
5. Determine what is required to integrate the WISEWOMAN Program and D&T Fund.
6. Evaluate requirements for generating MDEs in accordance with CDC protocol for WISEWOMAN.
7. Discuss reporting needs with key staff to build reports into the CaST add-on system.

OxBow will participate in the conceptual design session as stated in 3.1.1 with the performance of requirements 2-7 being focused on requirements to modify Med-IT® to meet WV specific capability rather than to provide a CaST add-on capability.

3.2.3.2 Deliverable #2 – Written Designs (Months 1-3)

1. West Virginia specific CaST add-on reimbursement system
2. WISEWOMAN module for the CaST add-on system
3. WISEWOMAN MDE generation tool
4. D&T Fund module for the CaST add-on system

OxBow will provide the Technical Memorandum that documents what is agreed upon in the design meetings to modify the existing modules to meet WV specific requirements rather than provide requirements 1-4 written designs. Med-IT® has an operational WISEWOMAN module with proven MDE reporting capability and existing functionality for reimbursement and D&T that is copyrighted and such designs are trade secrets not for release.

3.2.3.3 Deliverable #3 – CaST System Modification and Upgrade (Month 3)

Vendor will modify the WV CaST 6.0 system from Access backend to an SQL server backend and upgrade it to the most current version of CaST. Vendor will migrate data from the current CaST system to the latest version of CaST.

OxBow will convert WV data from Access (CaST) and migrate into Med-IT® rather than update CaST and the database backend.

3.2.3.4 Deliverable #4 – CaST Add-On Reimbursement System (Months 3-9)

Vendor will use the written design to develop a West Virginia specific CaST add-on reimbursement system

Oxbow will complete modification of the Med-IT® billing authorization module to meet WV specific reimbursement requirements agreed upon in the conceptual design meeting (Deliverable #1) rather than develop a Reimbursement add-on capability to CaST.

3.2.3.5 Deliverable #5 – WISEWOMAN Add-On System

1. Develop the WISEWOMAN module for the CaST add-on system
2. Conduct the integration of the WISEWOMAN module to the CaST add-on system

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3. Develop an MDE file generation tool, which will allow Program to submit biannual MDEs to CDC in compliance with federal guidelines
4. Migrate data from current data system to new WISEWOMAN add-on system to meet program needs

OxBow will modify Med-IT® as necessary to meet WV WISEWOMAN specific requirements agreed upon in the conceptual design session (Deliverable 1) rather than develop WISEWOMAN capability for CaST. OxBow's Med-IT® already has a proven, operational WISEWOMAN module and compliant MDE reporting capability. WISEWOMAN data will be migrated from the current data system holding WISEWOMAN data into Med-IT® using our proven data conversion procedures at the same time we accomplish Deliverable #3.

3.2.3.6 Deliverable #6 – D&T Fund Add-On System

1. Develop the D&T Fund module for the CaST add-on system
2. Conduct the integration of the D&T Fund module to that CaST add-on system

Med-IT® already contains the capability to track Diagnosis & Treatment funding as well as other private source funding such as Komen or Avon. If there are other WV requirements beyond existing Med-IT® capabilities, OxBow will modify Med-IT® D&T functionality as necessary to meet WV specific requirements agreed upon in the conceptual design session (Deliverable #1) rather than develop a D&T add-on for CaST.

3.2.3.7 Deliverable #7 – Web-Based Data Entry

Vendor will use the information gathered and documented during the conceptual design sessions to install and configure the Microsoft Access-based CaST add on modules in a webaccessible Citrix environment. Citrix server environment includes Citrix, SQL Server 2008, and Office 2007, which are provided by OMCfH for this project.

OxBow will host Med-IT® in our environment, accessible to WV via secure internet connection, rather than configure CaST in the OMCfH infrastructure (Citrix environment). Med-IT® already provides web based data entry and any modification necessary for WV will be accomplished in Deliverable #5. OxBow will provide use of Med-IT® starting at the Go Live cutover date through the end of month 10 (contract end). Continued use of Med-IT® beyond the end of the contract will require a subscription. Information regarding a subscription is provided in Appendix 4.

3.2.3.8 Deliverable #8 – Training and Installation

Vendor will provide data system training for identified OMCfH program staff that, in turn, will use what they learn to train other users. Training will be provided by vendor in conjunction with on-site installation and configuration of the CaST add-on modules. Training and installation will be one, four-day session at OMCfH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the training and installation session. Vendor will conduct training as follows:

1. Vendor will conduct training in a train-the-trainer format so that lead staff will be fully trained when project is complete and all upgrades and add-ons are installed.
2. Vendor will train lead staff to prepare them to train other users.

OxBow will provide training on Med-IT® as discussed in 3.1.4 during the planned formal training rather than training on CaST during installation. Specific training and timeframe will be planned based on the conceptual design session outcomes documented in the Technical Memorandum (Deliverable #1).

3.2.3.9 Deliverable #9 – User Manual Documentation

Vendor will develop and provide OMC FH with a CaST add-on system User's Manual as an aid to be used by lead staff in training other users.

OxBow will provide our Med-IT® on-line help and user documentation rather than develop a CaST Users Manual.

3.3.10 Deliverable #10 – System Technical Documentation

Vendor will develop and provide OMC FH with a CaST add-on system Technical Manual. The manual will include the following:

1. Entity-Relationship Diagrams (EROs)
2. Source code documentation
3. Installation instructions

OxBow offers to escrow the Med-IT® source code with an independent third party rather than develop a CaST Technical Manual. Because Med-IT® is copyrighted product for use by subscription; we do not provide technical information or source code. The third party escrow vendor will turn over the source code in the event that OxBow at any point during the continued installation and operation of the products acquired under this contract discontinues the conduct of business, or for any reason fails to continue to support our proprietary product on a paid basis.

4. Pricing

4.1 Introduction

OxBow is pleased to submit our fixed price bid in support of the State of West Virginia Office of Maternal Child and Family Health's WVBCCSP and WISEWOMAN Program. OxBow offers a firm, fixed price quote of \$59,654.50 to establish West Virginia on Med-IT® with a Go Live (operational) date within 7 months of the authority to proceed and operational use of Med-IT® through month 10. Continued use of Med-IT® beyond the end of the contract will require a purchase order for subscription to our service. Subscription service details are provided in Appendix 3. OxBow will allow time for downloading of the data by OMCfH at the end of contract should OMCfH decide not to purchase the subscription service.

The completed RFQ documents are provided in Appendix 4. They include Alternative Specifications (pages 12a and 12b) summarizing the specification deviations for the deliverables based on the use of Med-IT® vice CaST as discussed in Section 3. Our quote is based on our alternative specifications and assumptions as to the level of effort required for modification of existing Med-IT® capability to provide WV desired functionality, which are discussed further in 4.2 below.

We make the following statements with regard to our proposal:

1. OxBow maintains liability insurance and Workers Compensation. If selected, OxBow will:
 - a. Provide a valid Insurance Certificate which meets or exceeds West Virginia minimum standards within ten (10) days of Contract award.
 - b. Provide proof of Workers Compensation coverage.
2. *As a fixed price contract is anticipated for this effort, it is OxBow's intent to receive payments monthly or on a percentage completed basis.*

4.2 Pricing Assumptions

The following assumptions were used to determine our fixed price bid and set the level of effort. Our price includes up to 75 hours of effort to modify existing Med-IT® functionality to meet West Virginia specific requirements for reimbursement, D&T funding, WISEWOMAN and MDE generation. The level of effort will be confirmed during the Design Review session, documented in the Technical Memorandum, and if larger than anticipated, an equitable adjustment will be requested.

Data Conversion (Deliverables #3 and #5):

- Assumes 250,000 cycle (and related screening and diagnostic procedure) records to be converted

- Includes time during the initial Design meeting to capture conversion specifications.

Modifications for WV Specifics to Med-IT® (Deliverables 2-6):

- Includes staging of Med-IT®
- Assumes no more than 75 hours of programming

Training and Installation (Deliverable 8):

- Assumes 1 trip to West Virginia for on-site training sessions and use of webinars for other training opportunities

Appendix 1 – Med-IT® Capability Details

System and Information Security. OxBow is serious about security for Med-IT®, as a public health related system, and enforces security across system, facilities, and personnel domains. OxBow, via its parent company McCallie, as a government contractor, has more than 28 years' experience protecting and safeguarding highly classified and sensitive information.

OxBow executes security for Med-IT® services through our HIPAA Compliance Plan, which consists of more than 30 policies and procedures that are reviewed and updated as required. Our HIPAA-related operations policies include, but are not limited to, risk analysis, contingency planning, server configurations, incident reporting, and training and awareness. Due to security concerns and confidentiality, we only allow review of such documents at our corporate site.

Med-IT® was designed to meet or exceed all security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it pertains to handling, protecting, and releasing Protected Health Information (PHI) and Electronic Protected Health Information (EPHI). For example, Figure A1-1 shows how several security design features come together to restrict access to sensitive data to only those authorized. Our efforts do not stop with the design. We monitor threats, actively maintain patches, and use an independent tester to perform vulnerability testing of the fielded system.



Figure A1-1: Med-IT® Designed Security Features Enforce Data Security Across All Users

User Logon and password protection and authorization is customizable (by Program Administration) to the individual user level. The State Program Administrator also controls which roles the user is assigned within the Med-IT® system which defines what capabilities and data they may access. Each user accesses Med-IT® with a unique username and a strong password. State Program Administrators define default password expiration time and determine whether users must also answer a random user-specific question as part of the login process.

History tracking is maintained within the Med-IT® system. All new, updated and deleted records are stored in history tables. This allows those with Administrative user roles the ability

to view when data was added or changed and the specific user who made the change. Administrative users also have the ability to restore previous copies of the data if necessary.

OxBow's Corporate Headquarters building is alarmed and monitored 24/7 and interior room entry is further controlled electronically during non-office hours. The more sensitive areas of the facility are also electronically restricted to only critical personnel 24/7 and are always secured. Visitors to our facility are required to sign a visitor log and are issued a visitor badge and escorted during their entire stay.

Master to Master Replication. Two identical databases servers are maintained and synchronized for the production data. As one database is modified, the replicated database also mimics the same changes. If either of the two database servers fail or become unresponsive, the other database server takes over as the master database for Med-IT®. Without this capability a database failure, while rare, would result in Med-IT® no longer being available until the database could be repaired or a backup system brought on-line. This automatic failover capability has helped Med-IT® maintain a 99.9% availability level.

Parallel Test Site for each subscriber (HIPAA concerns). OxBow recognized the need for each program office to train users without the risk of corrupting vital client health data. OxBow provides programs with a parallel test site (which we call the Staging environment), and which is accessed via a separate URL. The parallel site is nearly identical to the production site, but provides a few key advantages. Data from the test site is copied from the production site, but key identifying information for clients is "dummied up". This allows programs to train users and to demonstrate the capabilities of Med-IT® to other divisions within the health department or state without risk of exposing Protected Health Information. Some programs have taken advantage of this to also demonstrate their system to CDC as part of the data collection approval process. Second, just prior to regular Med-IT® enhancements, the new features are installed on the Staging site so that programs may evaluate and train on the new features before they are available in the production system, giving users a virtual sandbox to play with features without risk to data.

Role-Based User Access. Med-IT® subscribers have complete State-managed control over access to their data through the use of customizable Roles, as shown in Figure A1-2. Med-IT® includes an extensive list of 'privileges' which a user may be granted such as the ability to edit data, delete data, export data, authorize claim payments, or even limit the user to only accessing the system during normal business hours. Program administrators can further define the Roles to indicate which functions (screens/reports/utilities) a user may access, and/or which groups of clients they may access. They may then assign one or more users to the Role.

This provides the maximum flexibility while minimizing the number of roles created. There is no limit to the number of roles a State Program can create.

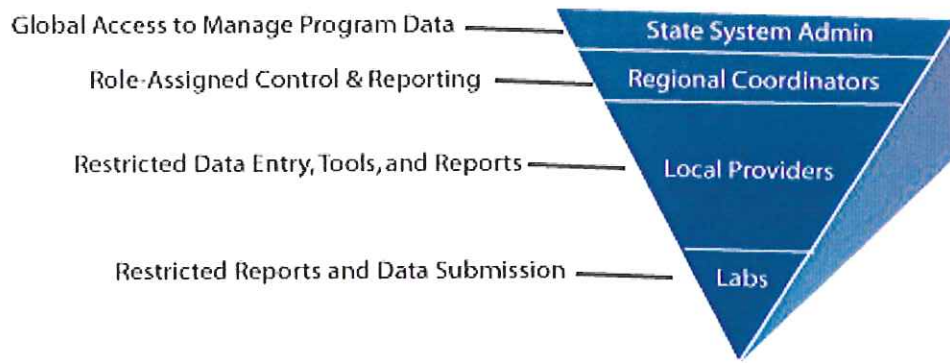


Figure A1-2: One Example of How Med-IT® Roles Based Access Controls Level of Access and Functionality for Users

Off-site tape storage. OxBow is headquartered in the Midwest, which does not experience many natural disasters. However, to help reduce that risk even further, OxBow maintains copies of a program's data in an off-site, physically, and environmentally secure location. Data is encrypted and can be retrieved and restored within a minimal time if needed.

Multiple Servers and Automatic Load Balancing. To maintain the highest levels of availability and responsiveness, Med-IT® uses multiple web and database servers managed by load balancers. When a user logs into Med-IT® the load balancer identifies the server with the least amount of activity and connects the user to that system. This is transparent to the user and ensures maximum performance. As more programs select Med-IT® as their data solution, additional servers can be added to the environment and managed in this same fashion to maintain high levels of performance nationwide.

Ad Hoc Query. Med-IT® provides a unique ad hoc query function which allows users to create, save, and reuse their own SQL based queries. It also provides the means to maintain stored queries which would be available for all users. Administrative personnel can add to this list or OxBow can create and store a custom query for WV OMCfH use. The output from these queries is a Comma Separated Value (CSV) formatted file. This file format is suitable for import into other database systems (such as Access), data analysis software (such as SAS), spreadsheets (such as Excel), or for mail merge into other ad hoc report formats defined by the user.

Real Time Edit Checks. When a record is added or edited, Med-IT® checks it for accurate and complete (required) information. Any fields which are in error or missing are highlighted for the user with an appropriate error message. Med-IT® also provides checks based on MDE, enrollment, and payment authorization rules. The integrated, real-time MDE edit check gives users instant feedback on the current client, indicating which, if any, MDE related errors exist and how to fix them. Enrollment checks occur at the point of data entry as well as restrictions for claim payment based on the currency of enrollment data. OxBow technical personnel work with our customers to correctly identify which data fields are always required and incorporate specific edit checks they wish to include in these processes.

Standardized Data. The data tables used within the Med-IT® database follow industry standards for normalization and conform to the Third Normal Form (3NF) or higher. Data within tables support the key for the table and primary and foreign keys are used to optimize queries for data manipulation. The table content, structure, and dependencies are described in the Med-IT® Data Dictionary.

Claims EDI. EDI is a best practice method for receiving data that is in final testing in Med-IT®. Once implemented, public health providers and contractors will be able to submit claims using ASC X12 Standards for Electronic Data Interchange - Health Care Claim: Professional (837), Version 5.

Data Quality Enablers. In addition to real time edit checks, Med-IT® provides several functions to help facilitate and validate accurate data entry. The use of required fields and lookup tables helps to ensure initial data entered meets minimum standards. Lookup tables are used to validate field entry, displaying values in pull down lists, wherever possible. Administrative personnel have the ability to modify these tables as needed, without the intervention of OxBow technical personnel. Administrators have the option of identifying a default value as well as the display order in most lookup tables. The Performance Indicator and Follow-Up Reports provide the means to check data for completeness and to identify records which are incomplete. Med-IT®'s Follow Up and Performance Indicator Reports are often used by contractors to monitor the quality and completeness of entered screening and diagnostic information for the clients under their care. These reports include only the contractor's specific clients and they list the missing or potentially erroneous data as well as what is required to fix and/or complete the record. Administrative users may run these reports for a specific contractor to review individual contractor quality, or they may run the report at the state level to assess overall quality. Med-IT® also provides monitoring of timeliness of data submitted by providers as well as timeliness of data entry once received by the program office. All reports which include percentage statistics can be displayed with the information available in a variety of user

selected graphical formats. These graphs can be printed and may be exported for input into other reports or presentations.

Robust Reports. Med-IT® subscribers benefit from the fact that as new reports and features are added to the system at the request of one program, all subscribing programs also have access to new reports developed for general Med-IT® use by all programs. Examples of the Reports are included in Table A1-1, **Med-IT® Management Reports**.

Table A1-1: Med-IT® Management Reports

Informational Reports	These types of reports display a summary of information about a particular client or record type. These are often used by case managers or as supporting information in other reports.
Summary of Services/Notes	Summary of services produces a single page summary of all screening and diagnostic procedures provided for the selected client. A second related report lists all notes for the client. There may be client and/or cycle specific notes in the system as well as notes which specifically address MDE issues with a given cycle.
Claim Status	The claims status report summarizes all the claims entered for a given provider.
Contract Balances	This report is designed to allow program staff to review the balance of funds assigned to an organization (or contract) against the amount of claims paid and pending.
3 Normal Pap Tests	This report reviews all active clients in the system and reports on which have had 3 normal pap tests which meet the CDC guidelines for less frequent screening.
Statistical Reports	Many of these reports provide not only a wealth of information, but they also provide related statistical values for the data. A characteristic that these reports also share is the ability to view the related statistics in a variety of graphs and charts.
Demographic	The Demographic report summarizes demographic characteristics of the selected client base.
Performance Indicators	CDC reviews what are called Progress or Performance Indicators as a measure of timeliness and completeness. Programs can use this report to monitor these measures as needed.
Screening Rates	CDC provides a clinical cost worksheet for programs to use as part of their annual grant request. Included in that worksheet is a summary of their screening rates including rates of abnormal findings. The problem with this data is that it is very dated, reporting statistics that are often a year or more older and only based on data submitted in the MDE report. This report computes the same information but uses the most current data available
Case Management Reports	Med-IT™ incorporates a number of reports that are specifically geared to helping case managers.
Follow-up Report	The Follow-up Report identifies screening cycles which appear to require follow-up actions.
Rescreening Notifications	The Rescreening Notification report generates a list of clients who

Table A1-1: Med-IT[®] Management Reports

	are due for a specified procedure during a specified time frame.
CDC Report Requirements Reports	As CDC develops standard reports or information which they regularly request from the participating program McCallie adds those reports to our BCC and Med-IT [™] applications.
MDE 6.0	MDE 6.0 was a fairly substantial change from version 5.0 the main ones being incorporating additional fields to specify the reason (indication) for breast and/or cervical screening for a cycle and including fields documenting the results of linking cancer cases to a state's cancer registry. Med-IT [™] supports the various data collection changes required for version 6.0 of the MDE file as well as generation of the MDE in version 6.0.
MDE Edit Checking	OxBow has taken the initiative to incorporate all relevant data checks from the IMS's Edit Check program into its own MDE Edit Check report. It also provides the user the ability to move to the client and record in question with a click of the mouse.
CPT Report	This report calculates the amount spent broken out by type of service and the funding source(s) used to pay for the services. It also indicates the number of women receiving these services. This information enables programs to obtain the needed information for CDC Cost Assessment Tool (CAT).

Appendix 2 – RESUMES

OxBow's Key Personnel for our Alternative Offer is our Technical Lead, Ms. Carolyn Wendover, who will lead our team of experts to transition West Virginia's BCCSP and WISEWOMAN Programs to Med-IT®. Her Resume is provided below.

C. WENDOVER

EDUCATION

B.A., Computational Mathematics, DePauw University (Summa Cum Laude) (1979)

PROFESSIONAL SUMMARY

Ms. Wendover has over 30 years of experience in software development and programming. She developed numerous database systems beginning with the design and development of the Nebraska Department of Health Breast and Cervical Cancer Data Management System supporting the NBCCEDP. She has worked with CaST and MDE version 1.0 to CaST and MDE version 6.0. For almost 20 years she has continued to support and modify the applications which support numerous CDC funded screening programs, adding extensive case management capabilities as well as integrating WISEWOMAN, Colorectal, and Prostate Cancer screening support. The outstanding features of the latest application are recognized at national meetings by other state, tribal, and territorial programs resulting in requests for customized versions of the software for use by other programs nation-wide. Ms. Wendover has served as the lead developer for each new version, responsible for the design, development, implementation and data conversion for 20 systems in all.

SPECIALIZED EXPERIENCE

Systems: IBM 370, Amdahl, Cray, Gould 3200 series; VAX 11/750; IBM PC, DDC Bus-65515 MIL-STD-1533 interface card, Sundstrand Data Transfer Unit, and LAN Management

Software: MVS, VM, IDMS/R, SQL, ISAM, IBM System 2000, IBM Info/Systems Family (System/Network Management), VM/SP, SAS Statistic Package, MS-DOS, Microsoft Fortran, Microsoft C, Assembler, Quick Basic, dBASE III+, Paradox/Paradox Engine, MySQL, IBM EZ-VU, MS Visual Basic, Borland C++, Motif, Linux, Apache

Languages: FORTRAN, C/C++, Assembler, COBOL, BASIC, Ada, MS Visual Basic, ObjectPAL, Pascal, PHP, Python, SQL

PROFESSIONAL EXPERIENCE

McCallie Associates, Inc. and OxBow Data Management Systems, LLC (wholly owned subsidiary of McCallie) 1988 to Present

Senior Software Engineer. Ms. Wendover is the lead designer for Med-IT®, the web-based replacement for McCallie's desk-top health management application, Breast and Cervical Cancer Data Management System (BCC DMS). She is responsible for the database design and data conversion as well as assisting with the application design, development, testing, and implementation functions. The application was developed using the LAMP (Linux, Apache, MySQL, PHP) development model. She was also the lead designer of BCC DMS, similar to CaST but developed with additional capabilities to meet State and Tribal needs for managing CDC Programs. She has supported BCC DMS since its inception in 1992 through June 2011 when the system was retired. During that same time span, she has also worked with and evaluated CaST through version 6.0 and has successfully transferred programs from CaST to BCC DMS and Med-IT®, the latest being the State of Alaska.

She attends all national NBCCEDP, WISE Woman, and Colorectal Cancer (CRC) data manager conferences to ensure OxBow has firsthand knowledge of upcoming MDE and screening guideline changes. Ms. Wendover is responsible for implementing these changes and has successfully implemented MDE versions 2.0 through 6.0, Wise Woman 6.1 through 7.0, and CRC CCDE versions ahead of schedule for all OxBow health system customers.

Her database experience also includes the design and development of the State of Nebraska's Probation Management Information System. She was responsible for developing a Voter Registration system which includes voter history, petition processing, and extensive reporting capabilities for Sarpy County. In addition, she designed and developed database management software for the Omaha Airport Authority's Fire and Rescue Operations, Airport Operations, and Communications Divisions. Ms. Wendover developed an order dispatching and processing system for Omaha's primary concrete and building materials corporation. The application supports central order collection and dispatch to remote plant locations for order scheduling and processing.

Ms. Wendover was responsible for the development and implementation of the Busy Planner/Busy DTUC database system. The database system allows for editing of missions extracted from a DTUC and enables mission planners to associate Radar Fix Points and Offset Aim Points to mission waypoints. Both of these features were not possible under the previous system. This was a Paradox database interfacing to Busy Planner/Busy DTUC via the Paradox

Engine API. Ms. Wendover was also responsible for the design and implementation of the database generation process. This process takes Digital Aeronautical Flight Information File (DAFIF) data from the Defense Mapping Agency Aerospace Center (DMAAC) and creates/updates a reference database system for Busy Planner. The reference database system consists of airport, runway, navaid, waypoint, military training route, and air refueling route information which can then be accessed by mission planners using Busy Planner. All of the database work was in C and C++ using object oriented design and implementation.

Member of the IBM Info/Management software product development and test team. She developed the Configuration Network application (CNA/MVS) Extended Functional Verification Test (EFVT) Plan, as well as the DFSA charts for test case generation. Produced templates for test case creation and developed a method for tailoring the templates for specific test cases. This provided a uniform structure for the test cases and facilitated efficient generation of the test cases. Produced individualized test cases for the EFVT. Developed Application Program Interface routines accessing the Info/Management database using C.

Solely responsible for the development of a software test bed for the functional verification test of Weapon Systems Interface (WSI) hardware. The system provides for the transfer of data from a PC to the WSI hardware for output to a Data Transfer Unit Cartridge (DTUC). The interface is a MIL-STD-1553 interface. The software test bed was developed in FORTRAN and Microsoft C.

Designed, developed, tested, and integrated software in development for the Nuclear Mission Planning and Preparation System (NMPPS), Weapon Systems Interface (WSI) section, in support of the Strategic Air Command's mission planning directives. She was solely responsible for development and implementation of the software interface (communicating over a MIL-STD-1553 interface) required for generating the aircraft Data Transfer Unit Cartridge (DTUC). This interface was completed in half the expected time, enabling this to be the first major portion of the NMPPS code to be fully integrated and functional. She designed and wrote the programs which retrieve all mission data from the database system, and generate the DTUC Mission Data Tables for the B-52G/H Offensive Avionics System, Advanced Cruise Missile, and Air Launched Cruise Missile. The code was developed using Microsoft C, FORTRAN and COBOL.

United States Air Force Reserve (1989 - 2007)

Lt Col Wendover was Commander of the 610th Information Operations Flight at Offutt AFB. She was responsible for the overall management and organization of the unit which provides Electronic Systems Security Assessment (ESSA) activities in support of MAJCOMs and global exercises. Lt Col Wendover prepared and delivered briefings for Group, Wing, and NAF commanders. The unit was mobilized in support of Operation Nobel Eagle and Lt Col Wendover

served as Operations Director during the 10 month mobilization working closely with active duty counterparts to seamlessly integrate unit personnel with their gaining command. Under her direction the unit formed the first ever Reserve ESSA central processing capability – allowing mobilized personnel to remain on station while providing 24/7 support to active duty ESSA locations worldwide.

Applied Research Associates, Inc. (1986 to 1987)

Staff Scientist. Ms. Wendover was responsible for research and development in constitutive modeling for engineering materials; numerical analysis of wave propagation; and insitu material property test development. As the Computer Systems Manager, she upgraded and maintained in-house hardware and software.

United States Air Force (1979 to 1986)

Automatic Test Control System Deputy Project Manager (4 years). Ms. Wendover reviewed, verified, and tested software developed for automatic control of the Aeropropulsion Systems Test Facility (ASTF)--the Department of Defense's most comprehensive jet engine (wind tunnel) test facility. She was also responsible for the design, code, test, and documentation of software for simulation of the ASTF operation, enabling validation of the control software independent of the ASTF complex. As Deputy Project Manager, Ms. Wendover also prepared and delivered detailed briefings for upper military and DoD management personnel, developed Configuration Management plans, helped define the function of the Configuration Change Control Board (CCB) and served on the CCB.

Chief, Imagery Data Processing Section, Computer Division (3 years). Ms. Wendover managed the creation, upgrade, and maintenance of the imagery data processing system for the SR-71 world-wide reconnaissance program. She worked in close cooperation with Government security agencies to optimize report generation, and meet user specific requirements. During frequent overseas temporary duty assignments, Ms. Wendover headed the Computer Operation Division and was responsible for the maintenance and operation of the SR-71 Mission Planning function.

Appendix 3 – Med-IT® Subscription Service

OxBow's Med-IT® Subscription Service provides continued use of OxBow's professionally hosted system that frees subscribers from the complications of operating and maintaining a data management system and infrastructure while gaining the benefits of economy of scale and shared best practices among a growing network of nationwide NBCCEDP, WISEWOMAN, and CRC programs. Our Med-IT® service delivers a system with measured availability over 99.9%, including downtimes, and 100% in the last 6 months excluding planned downtimes. We maintain your data in a secure environment for your use anytime, anywhere with robust backup and recovery capabilities, letting your staff focus on managing support for program participants, not servers and endless IT projects. We also free your staff from the worry of planning for programming upgrades to avoid loss of funding by providing required updates to meet CDC program requirements at no additional cost. In summary, OxBow provides the following features as part of its Med-IT® Subscription service:

- 24/7 Access to Med-IT® from anywhere using a web browser
- Fully hosted Med-IT® Production and Staging systems, with internet connectivity and 24/7 monitoring, host facilities security, database backup, archive and recovery capabilities, and system backup with alternate and redundant capability.
- Storage of current and archived records
- Help Desk availability during Business Hours and after- hour phone contacts
- 24/7 Monitoring of Network
- All updates required by CDC are included in your subscription – no additional cost
- Economy of scale functionality - access to additional enhancements requested and funded by other Programs, when added to the Base Med-IT® system
- All lifecycle-related maintenance and upgrade of system hardware and software. We maintain the hardware, applicable licenses and warranties for vendor quick response support, security patches, technology refreshes and upgrades.

1. Subscription Service Description for West Virginia

As the features show, OxBow's subscription services are robust and provide the capability and opportunity to manage and improve WV BCCSP and WISEWOMAN programs over time. The service description for OxBow's Med-IT® Subscription Services is provided in the following paragraphs. This service description defines the service at the level of functional content and operational results. It does not describe specific technical tools used, or imply the use of a particular technology, unless otherwise specifically stated. This service description is neutral with respect to the technical implementation of the service and the determination of marginal technical details. The service description pertains to the flow of work, the roles and responsibilities, and the expected results of successful service fulfillment.

OxBow Subscription services for West Virginia would include the following:

- Access to and the use of the following Med-IT® service modules adapted for use by WV and its designated users:
 - BCCESP
 - WISEWOMAN
- Backup of West Virginia data entered within Med-IT®
- Response to technical support requests by OMCfH as estimated and priced.

OxBow will render Med-IT® Services in a professional manner, consistent with accepted industry standards. Med-IT® availability will be as follows:

- 98% measured at the firewall inside the host, excluding scheduled downtimes.
- Scheduled downtimes for maintenance and upgrades will be planned outside normal operating hours and coordinated in advance.

OxBow will maintain Med-IT® capability to meet CDC data collection and MDE reporting requirements for West Virginia for the following CDC national programs:

- NBCCEDP
- WISEWOMAN

OxBow shall be excused for delay in the performance of any obligations hereunder when such delay is the result of or attributable to the elements, acts of war, terrorism, nature, federal government actions, delays in transportation, manufacturers' delays in providing parts or products or problem solutions, West Virginia inability to meet established timelines, or any other cause beyond our reasonable control.

OxBow will respond to problems to meet stated Med-IT® availability and agreed upon severity resolution timelines. Technical and operational problems will be detected, diagnosed, and corrected in order to restore service to its installed base state of operation. All technical problems will be logged, tracked, and reported. OxBow will provide notification and status updates to keep ADHS informed appropriate for the level of impact on operational availability.

OxBow will provide safeguards to protect WV data and provide stated availability at a hosting and technical support facility, to include:

- Providing a secure facility for hosting of WV data
- Providing encrypted transmission of data and encrypted data archival
- HIPAA Safeguards

OxBow will store, backup, and recover data as follows:

- Will maintain all data placed within Med-IT® and will not delete data without written direction from the WV OMCFH POC.
- Will not extract and provide data to anyone other than the WV OMCFH Program Designated POCs.
- Will provide daily backup of data with weekly storage of daily backups, encrypted, at a separate secure storage facility. Daily backup data will be maintained for one month, monthly backups for one year.
- Recovery will be made to the most recent uncorrupted backup available. Upon need for a recovery, OxBow will provide status and estimated time to repair. Recovery due to system failure would be included in subscription cost. Recovery due to WV user error would be available at a level of effort cost.

The OxBow Med-IT® hosting services described above will be provided with the understanding that WV OMCFH is responsible for the following:

- Identifying to OxBow a program primary and secondary point of contact for coordination, technical support request response, and notifications.
- Identifying a primary administrator to OxBow.
- Administering their program within Med-IT®, to include granting access and setting roles for their users, ensuring user training, and responding to initial user (tier 1) issues.

OMCFH and their designated users are responsible for:

- Obtaining and maintaining browsers with appropriate encryption capability and providing users access to the internet to reach the Med-IT® portal.
- Ensuring adherence by their users to such laws and policy that apply and constitute the legal use of Med-IT®.

OxBow will use open communication practices and industry standard tools to ensure WV OMCFH is informed and involved in program impacting events, decisions and issues. Some of the key practices employed include:

- Contact Information to directly reach OxBow key personnel.
- Planned meetings with OMCFH staff (normally via telephone or webinar)
- Training webinars to inform about changes in major release versions
- Notification procedures for releases and trouble tickets
- Use of Ticket Tracking and Configuration Management Tools
- Use of a Staging Environment for pre-production checkout of releases

2. Subscription Service Pricing

Pricing of the Med-IT[®] Subscription Service, like the workflow within Med-IT[®], is based upon screening cycles for each program supported. The current subscription model pricing is based upon a \$5.00 per screening cycle charge and a discounted rate of \$2.50 for add-on program screening for the same individual. Additionally, an archived record fee of 2 cents per month is charged for records under five years old.

Based upon this model and the records information provided in the RFQ we have estimated your costs at approximately \$9800 monthly. Our statistics show, based on the annual cost spent for screening each client that the subscription cost is around 3% of the average cost spent per client. In other words for around 3% of your budget, West Virginia can have a robust data system that includes critical CDC updates and MDE changes and enables your whole team to effectively manage your programs while better serving your clients.

Care must be taken when comparing the subscription price to a regular maintenance contract. The subscription replaces all of the following costs:

- Maintenance, fixes and costs to contract for such software maintenance
- State IT infrastructure costs, including maintenance/administration of hardware and software and upgrades – the only IT support required is an internet connection and browser with proper encryption capability
- Application upgrades for the CDC program and MDE requirement changes and the cost to contract for those upgrades
- Med-IT[®] network members' enhancements integrated into the base Med-IT[®] system
- OxBow provided performance and security enhancements to Med-IT[®]

We realize selecting our alternative option requires the need for a follow on contract with OxBow. Because of the need to make that decision before termination of this RFQ MCH12021 resultant contract if OxBow is selected, we agree to offer West Virginia a first year subscription discount of 15%. Furthermore, we will offer this at a firm-fixed price for an annual total of \$99,926 or \$8327.17 per month. Additional option years are subject to negotiation.

Appendix 4 – RFQ Documents & Addendums

The signed RFQ documents are provided in the first sheet protector. Changes and alternative specifications (deviations to original specifications), used as the basis for our quote, are highlighted in yellow or on yellow paper. The second sheet protector contains Addendum 1. Page numbers are per the original documents with the alternative specifications added as pages 12a and 12b.



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

MCH12021

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

OxBow Data Management Systems, LLC
3906 Raynor Parkway, STE 200
Bellevue, Nebraska 68123

HEALTH AND HUMAN RESOURCES
BPH/MCH--MATERNAL CHILD HEALTH
350 CAPITOL STREET, ROOM 427
CHARLESTON, WV
25301-3714 304-558-5388

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/27/2011				

BID OPENING DATE:

07/28/2011

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		205-36	\$6,416.00	\$6,416.00
DELIVERABLE #1 - CONCEPTUAL DESIGN DEVELOPMENT This quote is for an equal but alternative offer per attached alternative specifications (minor deviations) TO PROVIDE AN ADD-ON SYSTEM TO THE OFFICE OF MATERNAL, CHILD AND FAMILY HEALTH'S CANCER SCREENING AND TRACKING SYSTEM (CAST) PER THE ATTACHED DETAILED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF TEN (10) MONTHS 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, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. 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. 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

402-291-2203

DATE

22 July 2011

TITLE

Managing Partner

FEIN

27-0819235

ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

MCH12021

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

xBow Data Management Systems, LLC
3906 Raynor Parkway, STE 200
Bellevue, Nebraska 68123

HEALTH AND HUMAN RESOURCES
BPH/MCH--MATERNAL CHILD HEALTH
350 CAPITOL STREET, ROOM 427
CHARLESTON, WV
25301-3714 304-558-5388

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
06/27/2011						
BID OPENING DATE: 07/28/2011 BID OPENING TIME 01:30PM						
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>REV. 05/26/2009 INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/12/2011. 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 <i>[Signature]</i>		TELEPHONE 402-291-2203		DATE 22 July 2011		
TITLE Managing Partner		FEIN 27-0819235		ADDRESS CHANGES TO BE NOTED ABOVE		

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

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 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
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 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualification: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

MCH12021

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER
304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

OxBow Data Management Systems, LLC
3906 Raynor Parkway, STE 200
Bellevue, Nebraska 68123

HEALTH AND HUMAN RESOURCES
BPH/MCH--MATERNAL CHILD HEALTH
350 CAPITOL STREET, ROOM 427
CHARLESTON, WV
25301-3714 304-558-5388

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/27/2011				

BID OPENING DATE:

07/28/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
VENDOR PREFERENCE CERTIFICATE						
THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----MCH12021-----						
BID OPENING DATE:-----7/28/2011-----						
BID OPENING TIME:-----1:30 PM-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

402-291-2203

DATE

22 July 2011

TITLE

Managing Partner

FEIN

27-0819235

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING 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

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4

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25301-3714 304-558-5388

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/27/2011				

BID OPENING DATE:

07/28/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----402-291-8221----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----Jean Templeton, 402-291-2203 ext 107-----						
0002	1	EA		205-36	NSP	NSP
DELIVERABLE #2 - WRITTEN DESIGNS						
0003	1	EA		205-36	\$35,572.50	\$35,572.50
DELIVERABLE #3 - WISEWOMEN MODULE FOR CAST ADD-ON						
0004	1	EA		205-36	\$11,250.00	\$11,250.00
DELIVERABLE #4 - WISEWOMAN MDE GENERATION TOOL						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

402-291-2203

DATE

22 July 2011

TITLE

Managing Partner

FEIN

27-0819235

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State of West Virginia
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Purchasing Division
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Request for Quotation

RFQ NUMBER

MCH12021

PAGE

5

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
06/27/2011						
BID OPENING DATE: 07/28/2011 BID OPENING TIME 01:30PM						
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0005	1	EA		205-36	NSP	NSP
DELIVERABLE #5 - WISEWOMAN ADD-ON SYSTEM						
0006	1	EA		205-36	NSP	NSP
DELIVERABLE #6 - D&T FUND ADD-ON SYSTEM						
0007	1	EA		205-36	NSP	NSP
DELIVERABLE #7 - WEB-BASED DATA ENTRY						
0008	1	EA		205-36	\$6,416.00	\$6,416.00
DELIVERABLE #8 - TRAINING AND INSTALLATION						
0009	1	EA		205-36	NSP	NSP
DELIVERABLE #9 - CAST SYSTEM USER MANUAL						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>			TELEPHONE 402-291-2203		DATE 22 July 2011	
TITLE Managing Partner		FEIN 27-0819235		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING 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
MCH12021

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25301-3714 304-558-5388

DATE PRINTED		TERMS OF SALE		SHIP VIA		F.O.B.		FREIGHT TERMS	
06/27/2011									
BID OPENING DATE:		07/28/2011		BID OPENING TIME		01:30PM			
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT			
0010	1	EA		205-36	NSP	NSP			
DELIVERABLE #10 - CAST SYSTEM TECHNICAL MANUAL									
***** THIS IS THE END OF RFQ MCH12021 ***** TOTAL:						\$59,654.50			

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>[Signature]</i>	TELEPHONE	402-291-2203	DATE	22 July 2011
TITLE	Managing Partner	FEIN	27-0819235	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SPECIFICATIONS

The West Virginia Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Office of Maternal, Child and Family Health (OMCFH) is seeking vendor quotations for providing an add-on data system to its Cancer Screening and Tracking System, better known as CaST.

CaST

CaST is provided by the Centers for Disease Control (CDC) for programs in the National Breast and Cervical Cancer Early Detection Programs (NBCCEDP) to offer a user friendly environment for data collection. It is designed for all levels of users, from novice to expert. It is compatible with Windows 98, NT, Me, 2000, XP and Vista and uses a standard Windows layout for its screens and menus. CaST allows users to track West Virginia Breast and Cervical Cancer Screening Program (WVBCCSP) participants throughout the duration of their medical care and collects information on screening and diagnostic procedures conducted for breast and cervical cancer. To assist in tracking WVBCCSP participants, CaST has the ability to generate reports, queries, and client/patient reminders. It also provides a means for reporting the Minimum Data Elements (MDEs) to CDC.

PURPOSE

While WV CaST 6.0 meets strict CDC reporting requirements, which are imperative for continued funding and documenting federally mandated performance measures, it does not address other WVBCCSP required functions. This add-on system will bridge the gap between federal requirements and day-to-day operational needs. It will record required information and provide web-based data entry capabilities for the West Virginia Breast and Cervical Cancer Diagnostic and Treatment (D&T) Fund, Well-Integrated Screening and Evaluation for Women across the Nation Program (WISEWOMAN), and reimbursement/financial data. The web-based enhancement will reduce paperwork, speed up reimbursement, and better meet the needs of healthcare providers that serve women within each of these programs. Additionally, this add-on system will allow CaST to be modified into a web-based application so that data entry on qualified breast and cervical cancer screening services provided to eligible WVBCCSP participants can be entered by the Program's statewide network of contracted healthcare providers.

BACKGROUND

OMCFH offers preventive health care and screening services through a community-based network of health care providers throughout West Virginia. WVBCCSP, which is housed within OMCFH's Division of Perinatal and Women's Health, is responsible for the oversight of direct services provided through the D&T Fund and WISEWOMAN, in addition to the breast and cervical cancer services it provides.

WVBCCSP is part of the NBCCEDP, which was authorized when U.S. Congress passed the Breast and Cervical Cancer Mortality Prevention Act of 1990, Public Law 101-354 and

reauthorized April 20, 2007. WVBCCSP provides early detection, breast and cervical cancer screening, and referral services. These services include, but are not limited to patient education, pelvic examination, and referrals for mammography and other diagnostic services. These services are provided through a network of over 300 West Virginia healthcare agencies. The Program serves approximately 18,000 women annually and has enrolled more than 120,000 women. Since inception, the Program has provided more than 233,000 Pap tests, 228,000 clinical breast examinations, and 152,000 mammograms. The Program has also diagnosed more than 127 cases of invasive cervical cancer, 9,700 cervical intraepithelial neoplasia, and 836 cases of invasive breast cancer.

The D&T Fund was established by the 1996 West Virginia State Legislature. The Fund is designed to provide financial assistance for West Virginia women who are in need of diagnostic and/or treatment services for breast and cervical cancer, specifically women who meet certain income guidelines and do not have healthcare insurance. The Fund is administered through OMCFH and it provides services to approximately 1,000 women each year.

The WISEWOMAN Program is funded through a cooperative agreement with CDC. WISEWOMAN is an enhancement to WVBCCSP and provides WVBCCSP participants, ages 40 to 64 years, with preventive health services. These services include heart disease and stroke risk assessments, cardiovascular risk factors screening services (cholesterol, glucose, and blood pressure screenings), and lifestyle interventions. WISEWOMAN services are currently being offered in approximately thirty-three WVBCCSP contracted West Virginia healthcare facilities.

Healthcare providers that offer the services provided by each of these three programs are reimbursed by OMCFH. These reimbursements must be tracked by the programs for a variety of reasons including for routine surveillance monitoring, development of clinical cost budgets, financial monitoring, validation of the federally funded monies, and completion of federal reports such as the NBCCEDP Cost Assessment Tool.

VENDOR REQUIREMENTS

Vendor will meet all of the following requirements:

1. Vendor will have a minimum of nine years experience working with CDC's NBCCEDP.
2. Vendor will have a minimum of eight years experience developing add-on data systems to CaST, including a minimum of eight years experience developing CaST add-on applications.
3. Vendor will not subcontract the work under this contract.

SOFTWARE REQUIREMENTS

1. CaST add-on system and all software/application codes will be the property of OMCFH upon delivery.

2. Codes will be open for modification by OMCFH or another vendor at a later date as deemed necessary by OMCFH.

SCOPE OF WORK

Vendor will develop a CaST add-on system that collects clinical data elements for the WISEWOMAN Program and D&T Fund. Vendor will also develop a financial data system module for tracking and processing reimbursements for WV BCCSP, WISEWOMAN, and D&T Fund. Each of the add-on system modules will be developed as web-based applications so that data entry can occur at contracted provider sites. Additionally, vendor will replicate and modify the existing CaST data system into a web-based application that will be compatible with the desktop version of CaST and allow for entry of WV BCCSP data at contracted provider sites.

DELIVERABLES AND COMPLETION TIMEFRAMES

DELIVERABLE #1 - CONCEPTUAL DESIGN DEVELOPMENT

Month 1:

Vendor will attend and participate in one, four-day conceptual design development session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the session. Vendor, key Program, and WV Information Technology staff will work together during the four-day session to develop a conceptual design for the project. While on-site at OMCFH, vendor will perform the following:

1. Assess current OMCFH owned-hardware and software for the project.
2. Review existing business practices and procedures.
3. Document requirements and determine modifications to be made to the CaST system.
4. Work with key staff to collect information regarding problematic issues with the current CaST system.
5. Determine what is required to integrate the WISEWOMAN Program and D&T Fund.
6. Evaluate requirements for generating MDEs in accordance with CDC protocol for WISEWOMAN.
7. Discuss reporting needs with key staff to build reports into the CaST add-on system.

DELIVERABLE #2 – WRITTEN DESIGNS

Months 1 – 3:

Vendor will complete written designs for the following and provide copies to OMCFH for review and approval.

1. West Virginia specific CaST add-on reimbursement system
2. WISEWOMAN module for the CaST add-on system
3. WISEWOMAN MDE generation tool
4. D&T Fund module for the CaST add-on system

DELIVERABLE #3 - CaST SYSTEM MODIFICATION AND UPGRADE

Month 3:

Vendor will modify the WV CaST 6.0 system from an Access backend to an SQL server backend and upgrade it to the most current version of CaST. Vendor will migrate data from the current CaST system to the latest version of CaST.

DELIVERABLE #4 - CaST ADD-ON REIMBURSEMENT SYSTEM**Months 3 – 9**

Vendor will use the written design to develop a West Virginia specific CaST add-on reimbursement system.

DELIVERABLE #5 - WISEWOMAN ADD-ON SYSTEM**Months 3 – 9:**

Vendor will use the written design to:

1. Develop the WISEWOMAN module for the CaST add-on system
2. Conduct the integration of the WISEWOMAN module to the CaST add-on system
3. Develop an MDE file generation tool, which will allow Program to submit biannual MDEs to CDC in compliance with federal guidelines
4. Migrate data from current data system to new WISEWOMAN add-on system to meet program needs

DELIVERABLE #6 - D&T FUND ADD-ON SYSTEM**Months 3 – 9:**

Vendor will use the written design to:

1. Develop the D&T Fund module for the CaST add-on system
2. Conduct the integration of the D&T Fund module to that CaST add-on system

DELIVERABLE #7 - WEB-BASED DATA ENTRY**Month 10:**

Vendor will use the information gathered and documented during the conceptual design sessions to install and configure the Microsoft Access-based CaST add on modules in a web-accessible Citrix environment. Citrix server environment includes Citrix, SQL Server 2008, and Office 2007, which are provided by OMC FH for this project.

DELIVERABLE #8 – TRAINING AND INSTALLATION**Month 10:**

Vendor will provide data system training for identified OMC FH program staff that, in turn, will use what they learn to train other users. Training will be provided by vendor in conjunction with on-site installation and configuration of the CaST add-on modules. Training and installation will be one, four-day session at OMC FH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the training and installation session.

Vendor will conduct training as follows:

1. Vendor will conduct training in a train-the-trainer format so that lead staff will be fully trained when project is complete and all upgrades and add-ons are installed.

2. Vendor will train lead staff to prepare them to train other users.

DELIVERABLE #9 - USER MANUAL DOCUMENTATION

Month 10:

Vendor will develop and provide OMC FH with a CaST add-on system User's Manual as an aid to be used by lead staff in training other users.

DELIVERABLE #10 - SYSTEM TECHNICAL DOCUMENTATION

Month 10:

Vendor will develop and provide OMC FH with a CaST add-on system Technical Manual. The manual will include the following:

1. Entity-Relationship Diagrams (ERDs)
2. Source code documentation
3. Installation instructions

INSURANCE REQUIREMENTS

Vendor, as an independent contractor, will be solely liable for the acts and omissions of its employees and agents. Vendor will maintain and furnish OMC FH proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees prior to the awarding of this contract. Said coverage will provide minimum coverage in the following amounts:

1. For bodily injury (including death): \$500,000.00 per person, a minimum of \$1,000,000.00 per occurrence
2. For property damage: a minimum of \$1,000,000 per occurrence
3. For professional liability: a minimum of \$1,000,000.00 per occurrence

WORKERS COMPENSATION REQUIREMENT

Vendor, as an independent contractor, will have and maintain Workers Compensation coverage for the life of the contract and will furnish OMC FH proof of coverage prior to the awarding of this contract.

BID REQUIREMENTS

Vendor will meet the following requirements for submitting a bid:

1. Vendor will complete, sign, and date the Bid Price Sheet provided with the understanding that the vendor submitting the lowest Total Bid Price that meets specifications will be awarded a contract. Vendor will not alter, modify or add information to the Bid Price Sheet.

2. Vendor will provide resumes for key staff assigned to this contract depicting the experience requirements outlined under "Vendor Requirements."

METHOD OF EVALUATION

OMCFH will use the Total Bid Price from the Bid Price Sheet to determine the low bid vendor and will award a contract. The winning bidder will be the one that submits the lowest total bid price and meets the requirements of these specifications.

LIFE OF CONTRACT

Contract will become effective upon the issuance of a purchase order and will extend for 10 (ten) months at which time vendor will have completed all deliverables.

INVOICES

Vendor will invoice OMC FH monthly in arrears for deliverables completed during the previous month. Invoices may not be submitted more than once a month. Line items on vendor's invoice will be based on deliverable language as it appears on the Bid Price Sheet.

ALTERNATIVE SPECIFICATIONS

This provides Vendor's deviations to the deliverables and completion timeframes specifications for the offered alternative solution per Item #2 under the Instruction to Bidders on the reverse of the Request for Quotation. OxBow's Response to RFQ MCH12021, Medical Information Tracking (Med-IT[®]) Solution for MCH12021 – CaST Add-On System, provides the full specifications and literature for the Equal alternative offer. Specifics of the offer are provided in Section 3. Bid Sheet pricing for deliverables is based on the alternative specifications provided below.

DELIVERABLES AND COMPLETION TIMEFRAMES

Deliverable #1 – CONCEPTUAL DESIGN DEVELOPMENT

Month 1:

Vendor will attend and participate in one, four-day conceptual design development session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the session. Vendor, key Program, and WV Information Technology staff will work together during the four-day session to develop a conceptual design for the project. While on-site at OMCFH, vendor will perform the following:

1. Assess current OMCFH owned-hardware and software for the project.
2. Review existing business practices and procedures.
3. Document requirements and determine modifications to be made to the CaSt Med-IT[®] system.
4. Work with key staff to collect information regarding problematic issues with the current CaST system.
5. Determine what is required to integrate West Virginia specifics for the WISEWOMAN Program and D&T Fund into Med-IT[®]. Med-IT[®] has an integrated WISEWOMAN module and D&T fund capability.
6. Evaluate West Virginia requirements for generating MDEs in accordance with CDC protocol for WISEWOMAN. Med-IT[®] is compliant with WISEWOMAN MDE versions 7 and 8.
7. Discuss reporting needs with key staff to build reports into the CaSt add-on system Med-IT[®].

DELIVERABLE #2 - WRITTEN DESIGNS

Month 1:

Vendor will complete written designs for the following and provide copies to OMCFH for review and approval.

1. West Virginia specific CaSt add-on reimbursement system modifications to Med-IT[®]
2. WISEWOMAN module for the CaSt add-on system modifications to Med-IT[®]
3. WISEWOMAN MDE generation tool modifications to Med-IT[®]
4. D&T Fund module for the CaSt add-on system capability modifications to Med-IT[®]

The written designs will be part of the Technical Memorandum.

DELIVERABLE #3 - CaST SYSTEM MODIFICATION AND UPGRADE

Month 3:

Vendor will modify the WV CaST 6.0 system from an Access backend to an SQL server backend and upgrade it to the most current version of CaST. Vendor will migrate data from the current CaST system to the latest version of CaST Med-IT[®] and migrate WISEWOMAN data from the current system to Med-IT[®]. Med-IT[®] uses a SQL database backend.

DELIVERABLE #4 - CaST ADD-ON REIMBURSEMENT SYSTEM

Months 3-6

Vendor will use the written design to develop- modify Med-IT[®] to meet a West Virginia specific CaSt add-on-reimbursement system requirements. Med-IT[®] has a copyrighted COTS Reimbursement capability.

DELIVERABLE #5 - WISEWOMAN ADD-ON SYSTEM

Months 3-6:

Vendor will use the written design to:

1. Develop the West Virginia specific modifications to the existing copyrighted Med-IT® WISEWOMAN module ~~for the CaST add-on system~~
2. Conduct the integration of modifications into the WISEWOMAN module ~~to the CaST add-on system~~
3. Develop and integrate West Virginia specific modifications to the existing copyrighted Med-IT® MDE file generation tool, which will allow Program to submit biannual MDEs to CDC in compliance with federal guidelines
4. Migrate data from current data system to ~~new WISEWOMAN add-on system~~ Med-IT® to meet program needs as part of Deliverable #2.

DELIVERABLE #6 - D&T FUND ADD-ON SYSTEM**Months 3-6:**

Vendor will use the written design to:

1. Develop modifications to the copyrighted Med-IT® D&T Fund module ~~for the CaST add-on system~~ to meet West Virginia specific requirements
2. Conduct the integration of modifications into the D&T Fund module ~~to that CaST add-on system~~

DELIVERABLE #7 - WEB-BASED DATA ENTRY**Months 7-10:**

Vendor will host the web based Med-IT® in their environment and make it accessible via internet connectivity for use by West Virginia. ~~use the information gathered and documented during the conceptual design~~

~~sessions to install and configure the Microsoft Access-based CaST add-on modules in a webaccessible Citrix environment. Citrix server environment includes Citrix, SQL Server 2008, and Office 2007, which are provided by OMCFH for this project.~~

DELIVERABLE #8 - TRAINING AND INSTALLATION**Month 6:**

Vendor will provide ~~data-~~ Med-IT® system training for identified OMCFH program staff that, in turn, will use what they learn to train other users. ~~Training will be provided by vendor in conjunction with on-site installation and configuration of the CaST add-on modules.~~ Training and installation will be one, four-day session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the training and installation session. Vendor will conduct training as follows:

1. Vendor will conduct training in a train-the-trainer format so that lead staff will be fully trained ~~when project is complete and all upgrades and add-ons are installed prior to going operational on Med-IT®.~~
2. Vendor will train lead staff to prepare them to train other users.

DELIVERABLE #9 - USER MANUAL DOCUMENTATION**Month 7:**

Vendor will ~~develop and provide~~ OMCFH with a CaST add-on system Med-IT® on-line Help and User's Manual as an aid to be used by lead staff in training other users.

DELIVERABLE #10 - SYSTEM TECHNICAL DOCUMENTATION**Month 10:**

Vendor will, if requested by West Virginia, escrow the Med-IT® source code with an independent third party. The third party escrow vendor will turn over the source code in the event that OxBow at any point during the continued installation and operation of the products acquired under this contract discontinues the conduct of business, or for any reason fails to continue to support our proprietary product on a paid basis.

~~-develop and provide OMCFH with a CaST add-on system Technical Manual. The manual will include the following:~~

1. ~~Entity Relationship Diagrams (ERDs)~~
2. ~~Source code documentation~~
3. ~~Installation instructions~~

MCH12021 - BID PRICE SHEET				
DELIVERABLE	DUE DATE	USAGE	UNIT PRICE	TOTAL BID PRICE
DELIVERABLE #1 Conceptual Design Development: Vendor will attend and participate in one, four-day conceptual design development session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the session.	Month 1	1	\$6,416.00	\$6,416.00
DELIVERABLE #2 Written Designs: Vendor will complete written designs for the following and provide copies to OMCFH for review and approval. 1. West Virginia Specific CaST add-on reimbursement system. 2. WISEWOMAN module for the CaST add-on system 3. WISEWOMAN MDE generation tool 4. D&T Fund module for the CaST add-on system	Months 1 - 3 Months 1 - 3 Months 1 - 3 Months 1 - 3	1 1 1 1	NSP NSP NSP NSP	NSP NSP NSP NSP
DELIVERABLE #3 CaST System Modification Upgrade: Vendor will migrate data, and modify the WV CaST 6.0 system from an Access backend to an SQL server backend and upgrade it to the most current version of CaST.	Month 3	1	\$35,572.50	\$35,572.50
DELIVERABLE #4 CaST Add-On Reimbursement System: Vendor will develop a West Virginia specific CaST add-on reimbursement system.	Months 3 - 9	1	\$11,250.00	\$11,250.00
DELIVERABLE #5 WISEWOMAN Add-On System: Vendor will: 1. Develop the WISEWOMAN module for the CaST add-on system. 2. Conduct the integration of the WISEWOMAN module to the CaST add-on system. 3. Develop an MDE file generation tool, which will allow Program to submit biannual MDEs to CDC in compliance with federal guidelines. 4. Migrate data from current data system to new WISEWOMAN add-on system to meet program needs.	Months 3 - 9	1	NSP	NSP

DELIVERABLE #6 D & T Fund Add-On System: Vendor will: 1. Develop the D&T Fund module for the CaST add-on system. 2. Conduct the integration of the D&T Fund module to the CaST add-on system	Months 3 - 9	1	NSP	NSP
DELIVERABLE #7 Web-Based Data Entry: Vendor will install and configure the Microsoft Access-based CaST add on modules in a web-accessible Citrix environment. Citrix server environment includes Citrix, SQL Server 2008, and Office 2007, which are provided by OMCfH for this project.	Month 10	1	NSP	NSP
DELIVERABLE #8 Training and Installation: Vendor will provide data system training for identified OMCfH program staff. Training and installation will be one, four-day session at OMCfH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the training and installation session.	Month 10	1	\$6,416.00	\$6,416.00
DELIVERABLE #9 CaST System User Manual: Vendor will develop and provide OMCfH with a CaST add-on system User's Manual.	Month 10	1	NSP	NSP
DELIVERABLE #10 CaST System Technical Manual: Vendor will develop and provide OMCfH with a CaST add-on system Technical Manual.	Month 10	1	NSP	NSP
TOTAL BID PRICE			\$59,654.50	

Bidders will not alter, modify, or add information to this Bid Price Sheet.

Bidders must complete, sign, and date the vendor section below:

Vendor Name: OxBow Data Management Systems, LLC
 Contact Person: Jean Templeton
 Phone: 402-291-2203 ext. 107
 Fax: 402-291-8221
 Email: jean.templeton@mccallie.com

Authorized Representative: Jennifer S. Maassen
 Authorized Representative Signature: *J. S. Maassen* (Please Print)
 Date: 22 July 2011

RFQ No. MCH 12021STATE 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.

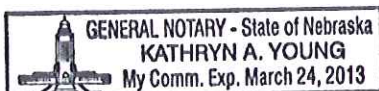
EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a 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: OxBow Data Management Systems, LLCAuthorized Signature: [Signature] Date: 22 July 2011State of NebraskaCounty of Sarpy, to-wit:Taken, subscribed, and sworn to before me this 22 day of July, 2011.My Commission expires March 24, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: OxBow Data Management Systems, LLC

Signed: 

Date: 27 July 2011

Title: Managing Partner

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

ATTACHMENT
P.O.# MCH12021

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

Agreed

J. S. Mann 22 July 2011
Signature Date

Managing Partner

Title

OxBow Data Management Systems, LLC

Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

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 clause 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. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense 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. **ATTORNEY FEES** - 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.
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 hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
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

OxBow Data Management Systems, LLC
Company Name: _____

Signed: [Signature]

Title: Managing Partner

Date: 22 July 2011



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
MCH12021

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

OxBow Data Management Systems, LLC
3906 Raynor Parkway, STE 200
Bellevue, Nebraska 68123

HEALTH AND HUMAN RESOURCES
BPH/MCH--MATERNAL CHILD HEALTH

350 CAPITOL STREET, ROOM 427
CHARLESTON, WV
25301-3714 304-558-5388

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2011				

BID OPENING DATE:

07/28/2011

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. 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.: MCH12021						
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:						
NO. 1 X						
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 402-291-2203	DATE 27 July 2011
TITLE Managing Partner	FEIN 27-0819235	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
MCH12021

PAGE
2

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

RFQ COPY


TYPE NAME/ADDRESS HERE

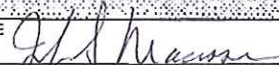
OxBow Data Management Systems, LLC
3906 Raynor Parkway, STE 200
Bellevue, Nebraska 68123

HEALTH AND HUMAN RESOURCES
BPH/MCH--MATERNAL CHILD HEALTH
350 CAPITOL STREET, ROOM 427
CHARLESTON, WV
25301-3714 304-558-5388

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2011				

BID OPENING DATE: 07/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						
 SIGNATURE						
OxBow Data Management Systems, LLC COMPANY						
27 July 2011 DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
END OF ADDENDUM NO. 1						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE	402-291-2203	DATE 27 July 2011
TITLE	Managing Partner			FEIN	27-0819235	ADDRESS CHANGES TO BE NOTED ABOVE

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