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Header 5

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General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 772719

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000035355

Legal Name: Segal

Alias/DBA:

Total Bid: \$275,000.00

Response Date: 10/06/2020

Response Time: 11:11

Responded By User ID: hafful

First Name: Herbert

Last Name: Aful

Email: hafful@segalco.com

Phone: 202-833-6458

SO Doc Code: CRFQ

SO Dept: 0225

SO Doc ID: PEI2100000003

Published Date: 9/22/20

Close Date: 10/6/20

Close Time: 13:30

Status: Closed

Solicitation Description: IT CONSULTANT FOR RFP
CREATION, ISSUANCE, &

Total of Header Attachments: 5

Total of All Attachments: 5

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Information technology consultation services				275000.00

Comm Code	Manufacturer	Specification	Model #
80101507			

Commodity Line Comments:

Extended Description:

Information technology consultation services



West Virginia Public Employees Insurance Agency
Request for Quote for IT Consultant for RFP
Creation, Issuance & Award

October 6, 2020

Segal
333 W. 34th Street
New York, NY 10001
FEI: 13-1835864

By:
Amy S. Timmons
Vice President, Senior Consultant
[t] 303.601.8548
atimmons@segalco.com

October 6, 2020

Department of Administration, Purchasing Division
Attn: Melissa Pettrey, Senior Buyer
2019 Washington Street East
Charleston, WV 25305-0130

**Re: Request for Quote – IT Consultant for RFP Creation, Issuance, & Award;
Solicitation Number: CRFQ 0225 PE1210000003**

Dear Ms.Pettrey:

Segal is pleased to present this response to the above-reference RFQ issued on September 22, 2020 and due on October 6, 2020. Please feel free to contact me directly at 303.601.8548 or atimmons@segalco.com with any questions pertaining to our pension and benefits consulting experience, expertise, and this proposal.

Segal was founded as the Martin E. Segal Company in 1939, early in the development of employee benefit plans in American industry. From the beginning, Segal has been involved in developing health and retirement programs that meet the needs of employees and employers as well as plan sponsors and participants.

The firm's first services focused on consulting for group health insurance and, soon after World War II, Segal began offering retirement plan consulting, including actuarial services. By the early 1950s, our leadership in retirement consulting services for collectively bargained plans brought us national recognition when our firm was asked to help set up some of the first multiemployer pension plans under the Taft-Hartley Act. Within a few years, Segal assisted in the establishment of numerous national industry-wide pension plans. These activities aided employees of industries such as entertainment, apparel, transportation and construction in which employees do not typically have prolonged employment with a single employer. Many widely accepted benefit practices were and are today innovations first conceived, designed and introduced by Segal.

Services for this engagement will be delivered by professionals from Segal's Administration and Technology Consulting (ATC) practice. ATC professionals provide solutions that help address the broader insurance administration and technology needs. ATC improves the quality of services delivered to members and participants, support plan sponsors' efforts to reduce administrative expenses, and streamline processes to increase productivity. We have more than 25 years of experience in RFP development, IT assessments and technology reviews, benefit plan administration redesign and IT planning. We have worked with clients on:

- Technology
 - System assessments
 - Requirements definition/developing administration system software requirements
 - RFP development and procurement assistance
 - Contract negotiations
 - Cloud migration strategy and implementation

- Database design and logic
- Data integrity, transactional data flow and high-level review of data cleanliness
- Business layer / rules engine and logic
- Overall application design and architecture, expandability and maintainability
- Project management/implementation
 - Oversight project management
 - Implementation project management
 - Independent verification and validation
 - Testing assistance
 - Data cleansing analysis
- Administration
 - Defining and documenting work processes, policies and procedures
 - Operational assessments
 - Organizational redesign and change management
 - Evaluating, defining, and benchmarking productivity and performance standards
 - Future vision for application, workflow, integration and overall architecture
 - Recommended upgrade and go-forward approach
 - Strategic planning
 - Business case development
 - Needs/feasibility analysis

ATC consultants have the practical “real world” professional experience and are subject matter experts in their areas of expertise, having breadth and depth of knowledge in all areas of administration and technology. Our experience includes RFP development, business process engineering, technology assessments, and organizational redesign for more than 200 clients.

Contact for this proposal is:
 Amy S. Timmons
 Vice President, Senior Consultant
 303.601.8548
 Email: atimmons@segalco.com

Mailing address:
 Segal
 333 W. 34th Street
 New York, NY 10001
 P: (312) 984-8500 F: (312) 896-9364

We look forward to hearing from you.

Sincerely,



Amy S. Timmons
 Vice President and Senior Consultant

cc: Kirsten Schatten
 Stuart Lerner
 Jeff Mills

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ PEI210000003

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5

Addendum No. 6
Addendum No. 7
Addendum No. 8
Addendum No. 9
Addendum No. 10

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

No addenda were posted as of the date of submission.

Company The Segal Group (Eastern States) Inc.

Amy S. Chinnore
Authorized Signature

10/6/2020
Date

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

Revised 01/09/2020

Appendix A

Name of Associate: The Segal Group (Eastern States), Inc.

Name of Covered Entity Agency(ies): The West Virginia Public Employees insurance Agency (PEIA)

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

Per 45 CFR, Part 160.103

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

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

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

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

(i) That identifies the individual; or

(ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected health information means individually identifiable health information

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

The information provided to the Associate, pursuant to the Agreement for the purpose(s) of providing Information Technology consulting services, including an overview of some and/or all of the platforms and/or applications being used by PEIA, including the interfaces with PEIA's Business Associates and/or other partners will include the minimum necessary to perform the services thereunder and will specifically include, but may not be limited to the following definitions, terms, and/or conditions:

- a) PEIA member individually identifiable health information or protected health information, including but not necessarily limited to, name(s), names of dependent(s), specific identifying information, e.g. address(es), date(s) of birth, social security number(s), policy number(s), medical and/or pharmaceutical claim(s) information, claims payment information, PEIA system(s), etc. necessary for use by the Associate in evaluating the type(s) of application(s), platform(s) and/or interface(s).
- b) PII/PHI of members of the Covered Entity(ies) for use in assessing data migration, portability, and reliance(s) on systems, applications, and/or platforms.
- c) PII/PHI data management for use in procurement of services, claims tracking, claims modeling, data analytics, healthcare payment system(s) management, actuarial and underwriting analysis, selection bias, and plan design modeling and simulation.

- d) The PII/PHI referenced in section (a) of this Appendix A may include, but not be limited to PII/PHI provided to the Covered Entity(ies) by their benefits administrator(S) and/or managers such as those who handle and/or manage health benefits, pharmacy benefits, dental and vision benefits, retiree health benefits, or other health and wellness benefits provided by the Covered Entity(ies).
- e) PEIA member individually identifiable health information or protected health information necessary to allow the Covered Entity(ies) and the Associate to perform their statutory business function(s) in accordance with the service agreement(s) and/or State and/or Federal law(s).
- f) In performing the scope of work under this agreement, the Associate shall take every reasonable step to ensure that only the minimum necessary information is released and/or disclosed for purposes of performing its duties and obligations under this contract and Addendum.
- g) The Associate, including any and/or all subcontractors utilized by the Associate in the performance of this contract, agrees to comply with any and/or all applicable provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act enacted as part of the American Recovery and Reinvestment Act (ARRA) of 2009, including the Omnibus Rule Provisions that went in force in 2013. Such provisions include, but are not limited to:
 - a. Adherence to NIST Standard(s) 800-53 and 800-66.
 - b. All WV PEIA data at rest shall be encrypted
 - c. Any and/or all PII/PHI data transfers performed under the scope of this contract shall occur in a secure format agreed upon by both parties.
 - d. The Covered Entities reserve the right to conduct audits of the Associate to assess compliance with HIPAA/HITECH and the Omnibus Rules. The terms and/or conditions of such audits shall be mutually agreed upon by the Associate and the Covered Entity(ies).
 - e. The Associate shall provide vendor assurance(s) that the terms and conditions of this Business Associate Agreement have been conveyed to any and/or all subcontractors who may perform work on this contract or that may have access to the PII/PHI of the Covered Entity(ies)
- h) Any and/or all PII/PHI data stored by the Associate and any and/or all subcontractors to this agreement shall be stored on servers located within the continental United States.

REQUEST FOR QUOTATION
Benefits System Solicitation Consulting

ATTACHMENT A
Pricing Page

Vendor Name: The Segal Group (Eastern States), Inc.

Vendor Contact Information

Address: 333 W. 34th Street, New York, NY 10001

Phone Number: (303) 601-8548

E-mail: atimmons@segalco.com

Segal has broken the cost down as follows:

RFP and Procurement Services: \$140,000

Implementation Services: \$135,000

Implementation Service Assumptions:

- Segal will assign a consultant ½ time for 6 months
- WV PEIA will have their own project manager
- Segal will ensure the vendor's implementation approach is sound and that all requirements are planned for and traceable.
- Segal will advise WV PEIA on implementation best practices.

Development, issuance, and evaluation Of RFP and System Implementation
\$275,000

Payment will be made when the following milestones are met:

25% of total to develop RFP

25% of total to complete evaluation of RFP

25% of total upon award of the Benefits System
Contract 25% of total upon 6 months implementation
Services

The signature below binds the Vendor to the pricing submitted for the scope of work to be performed under this RFQ.

Vendor Signature:

A handwritten signature in black ink that reads "Amy S. Chinnore". The signature is written in a cursive style with a large, looped initial "A".

Title: Vice President and Senior Consultant

Date: October 6, 2020

REQUEST FOR QUOTATION
Benefits System Solicitation Consulting

Attachment B
HIPPA Business Associate Addendum & Appendix A

(Attached)

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. Support of Individual Rights.

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: _____

Signature: _____

Title: _____

Date: _____

Name of Associate: The Segal Group (Eastern States), Inc.

Signature: Amy S. Dimmore

Title: Vice President and Senior Consultant

Date: 10/6/2020

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 11
BY Rachel Morisy
Attorney General

REQUEST FOR QUOTATION
Benefits System Solicitation Consulting

Attachment D

Vendor Experience Reference Information

Vendor Experience Reference Information	
Reference #1 Name	Wisconsin Employees Trust Fund
Contact Person	Ms. Michelle Baxter
Position	Director of Enterprise Initiatives
Address Line 1	P.O. Box 7931
City, State, Zip	Madison, WI 53707-7931
Telephone Number	608.261.5951
Email Address	Michelle.Baxter@etf.wi.gov
Project Description	<p>Segal has provided a number of services to WI ETF in support of both insurance and pension administration. We have drafted RFPs and assisted with implementation services. Most recently, beginning in late 2019, Segal led the efforts to:</p> <ul style="list-style-type: none"> • Draft an Insurance Administration Solution (Enrollment and Eligibility) Request for Proposal (RFP) • Devise the proposal evaluation procedures • Led efforts to review and evaluate vendor proposals • Built the agenda and evaluation criteria for vendor demonstrations • Facilitated the issuance of an intent to award • Devised the approach to a proof of concept. <p>Once the proof of concept is complete, Segal will provide implementation services in the form of project oversight.</p>
Project Dates	2012-Ongoing
Personnel Assigned	Brian Reed, Jeff Mills
Reference #2 Name	Motion Picture Industry Health Plan
Contact Person	Joel Manfredo
Position	Chief Information Officer
Address Line 1	365 Venture Blvd.
City, State, Zip	Studio City, CA 91604
Telephone Number	818.769.0007
Email Address	jmanfredo@mpiphp.org
Projects Descriptions	Segal has completed a number of projects for the Motion Picture Industry (MPI) Health Plan including:

	<ul style="list-style-type: none"> • Evaluated the current status of their new benefit administration system implementation after it had run into some difficulties. • Provided a roadmap with potential solutions for all issues found. • Assisted with the RFP process (creation, distribution, and evaluation) for various support components including contributions, billing, and customer relationship management (CRM). • Provided IV&V during implementation.
Project Dates	2016-Ongoing
Personnel Assigned across different projects for the client	Jesse Rivera, Sandra Drollinger, Elizabeth Borucki, Frank Tanz, Courtney Devine, Stuart Lerner
Reference #3 Name	United Food and Commercial Workers Unions and Employers Benefits Administration, LLC
Contact Person	Mr. Lennie Wyatt
Position	Independent Consultant
Address Line 1	The Fund Office, 1740 Phoenix Parkway
City, State, Zip	Atlanta, GA 30349
Telephone Number	513.543.7220
Email Address	wyatt.lennie@gmail.com
Project Description	<p>Segal performed a series of projects for the LLC including:</p> <ul style="list-style-type: none"> • Assessment of the Plan office's technology as a part of an organizational and operational review • Evaluation of the business processes and administrative functions performed by the LLC's administrative office, and the efficiency and accuracy of those efforts • Assessment of how the LLC office was organized and staffed to deliver services to participants as well as the separation of duties and individual roles and responsibilities within the LLC office • Secure top talent to execute the recommendations of the operational and technology reviews to include new leaders in multiple administrative departments, including the Executive Director.
Project Dates	2016-2017
Personnel Assigned	Miriann Yoo, Elizabeth Borucki, Courtney Devine, Michael Stoyanovich, Stuart Lerner
Reference #4 Name	Carpenters Southwest Administrative Corporation (CSAC)
Contact Person	Ms. Sandra Maloney
Position	Executive Administrator
Address Line 1	533 S. Freemont Avenue, 7 th Floor
City, State, Zip	Los Angeles, CA 90071
Telephone Number	213.386.8590

Email Address	smaloney@carpenterssw.org
Project Description	<p>Segal provided numerous services to CSAC over the years. Some of those services included:</p> <ul style="list-style-type: none"> • Transition CSAC's IT infrastructure to the Cloud • IV&V and project management oversight during the transition • Assisted in HIPAA privacy and security assessments • Operational review of difference administrative areas • Project management oversight for system implementation, risk mitigation, testing and change management
Project Dates	2013-2019
Personnel Assigned across various projects	Sandra Drollinger, Miriann Yoo, Courtney Devine, Elizabeth Borucki, Michael Stoyanovich, Gisela de san Roman, Stuart Lerner

Representative List of RFP Experience

Segal's Administration and Technology Consulting Practice has conducted numerous RFP projects for our public sector, multiemployer and corporate clients for a variety of technology and administrative models. These projects include all or some of the following services: requirements identification, RFP development, vendor analysis, contract review, and implementation support. The following chart shows a representative list of our clients where we have provided these services in the last 3 years.

Client	Year	Project
32BJ Building Service Health Fund	2020	Vendor Proposal Review
655 Retail Store Employees PF	2019	Operational Review
804 Teamsters Welfare Fund	2018	Managed Service Provider RFP
Actors' Equity Association	2019	IT Assessment
AMC Pension Fund	2019	Third Party Administrator RFP
Carpenters International Training Fund	2020	Implementation Assistance
Carpenters Labor Management	2020	Third Party Administrator RFP
Chicago Carpenters Welfare Fund	2018	Health Reimbursement Account Administration RFP
City of Tucson	2018	Enrollment System RFP
Contra Costa County Employees Retirement Association	2019	Pension Administration System RFP/Procurement Oversight Project Management
Fort Worth Employees Retirement Fund	2017	Pension Administration System RFP Development and Procurement

Entertainment Industry Flex Plan	2018	Third Party Administrator RFP
Georgia Municipal Employee Benefit Systems	2019	Operational Review
Greater PA Carpenters Medical Plan	2018	Benefit Administration System RFP
GSA-ILA Manager's Fund	2018	Document Scanning RFP
Hawaii Masons' and Plasterers' Trust Fund	2018	Benefit Administration System RFP
Hawaii Sheet Metal Workers	2020	Operational Review
Heat and Frost Welfare Fund	2020	ISSI (Benefit System Vendor) Review
Heartland Health and Wellness Fund	2020	Operational Review Organizational Review
Houston Municipal Employees Pension System	2019	Assessment/Process Improvement
IBEW Local 683	2018	Third Party Administrator RFP
Illinois State Universities Retirement System	2018	IT Services Assessment Project Management
Ironworkers District Council	2020	HIPAA Security Assessment
IUDE 478 Health Benefits Fund	2020	ISSI Implementation Assistance
Kansas Public Employees Retirement System	2020	Pension Administration System Assessment
Laborers DC Construction Industry	2019	RFP/Technology Acquisition System Implementation Assistance
Legal Aid Society Staff Pension Plan	2018	Third Party Administrator RFP
Milwaukee Drivers Welfare Fund	2020	Oversight System Administration
Mississippi Public Employees Retirement System	2020	Oversight of Project Functionality and Infrastructure
Motion Picture Health Plan	2018	eBilling System RFP
802 Musicians' Health Fund	2019	System Vendor Contract Review
New Mexico Retiree Health Care Authority	2020	HIPAA/HITECH Security
New York City Board of Education Retirement System	2020	Operational Support for Pension System Implementation
New York City Police Pension Fund	2020	Contract Negotiation; IV&V
New York Hotel Trades Welfare Fund	2018	Auditing Services RFP

Pacific Northwest Carpenters Institute	2020	System Support Vendor RFP
Park District Risk Management Agency	2018	Third Party Administrator RFP
Pennsylvania Faculty Health & Welfare Fund	2018	Third Party Administrator RFP
SEIU Healthcare Illinois Home Care & Child Care Fund	2018	Managed Service Provider RFP
Sidney Hillman Health Center	2020	Current Assessment Report
Southern California Pipe Traders	2020	System RFP & Selection, Software Contract Negotiations
Southern California Food Benefit	2020	Web Vendor Review
Southwest Carpenters Pension Trust	2018	Contract Administration System RFP
Southwest Carpenters Pension Trust	2018	Audit & Collection System RFP
Southwest Laborers Health & Welfare Fund	2018	Third Party Administrator RFP
Carpenters Southwest Administrative Corporation	2018	Phone System Implementation
Carpenters Southwest Administrative Corporation	2019	Project Management, Organizational Change, Process Redesign
Southwest Regional Council of Carpenters	2018	Telecom Services RFP
State of Hawaii	2020	Project Management
State of New Hampshire	2018	FSA-HRA Administration RFP
State of New Jersey	2019	Health Benefits Consulting
State of Washington	2020	DRS Assessment
SW Carp. Jt. Apprenticeship & Training Fund	2018	Telecom Services RFP
Teamsters Local No 301 Health and Welfare Fund	2019	Security Assessment
Twin City Pipe Trades WF	2020	System Implementation Oversight
UFCW Consolidated Pension Plan	2018	Benefit Administration System RFP
UGSOA International Union	2018	Third Party Administrator RFP
United University Professions UUP Benefit Trust	2018	Benefit Administration System RFP
802 Musicians' Health Fund	2017	Benefit Administration System RFP

City of Baltimore Employee Benefits Division	2017	Flexible Spending Account Services RFP
Construction Laborers Educational, Apprentices	2017	Third Party Administrator RFP
Illinois Carpenter Pension Fund	2017	Third Party Administrator RFP
MEBA Medical Plan	2017	Benefit Administration System RFP
Minnesota Laborers Employers Cooperation	2017	Third Party Administrator RFP
Minnesota Laborers Health & Welfare Fund	2017	Third Party Administrator RFP
Motion Picture Health Plan	2017	Contributions & Eligibility System RFP
Motion Picture Health Plan	2017	Client Relationship Management System RFP
National Basketball Association (NBA)	2017	Third Party Administrator RFP
National I.A.M. Benefit Trust	2017	Benefit Administration System RFP
Operating Engineers Health & Welfare Trust Fund	2017	Health Reimbursement Account Administration RFP
Park District Risk Management Agency	2017	Third Party Administrator RFP
PSC-CUNY Welfare Fund	2017	Managed IT Service Provider RFP
Southwest Regional Council of Carpenters	2017	Contract Administration System RFP
SW Carp. Jt. Apprenticeship & Training Fd	2017	Cloud Telecom Services RFP
UFCW Midwest Clerks Welfare Fund	2017	Third Party Administrator RFP
UFCW Unions and Employers Benefits Administration	2017	IT Assessment, Operational Assessment, Staff Recruitment
WAEPA	2017	Enrollment & Billing Management Software RFP
Wisconsin Employees Trust Fund	2020	Oversight Project Management

REQUEST FOR QUOTATION
Benefits System Solicitation Consulting

Attachment E

Vendor Personnel Resume (Include multiple copies as necessary)

Vendor Personnel Resume	
Name	Kirsten Schatten
Title	Sr. Vice President and Consulting Actuary
Relevant Experience	<p>Ms. Schatten is a Senior Vice President and Consulting Actuary in Segal's Atlanta office with more than 25 years of actuarial and consulting experience working with public sector plans and employers. She serves as Segal's National Public Sector Health Practice Leader and is a member of Segal's Public Sector Leadership Group.</p> <p>For the past 12 years, Ms. Schatten has focused exclusively on public sector health, working closely with more than a dozen state health plans and three state Medicaid agencies on complex issues and vendor RFPs. She currently advises many of our largest public sector clients, including numerous states' and retirement systems' health benefit programs. Her clients appreciate her innovative benefit designs, pricing strategies, quality-of-care initiatives and consumer and wellness initiatives.</p> <p>Ms. Schatten works with clients to develop innovative benefit designs and pricing strategies and assists plans with consumerism strategies, population health education needs, quality of care initiatives and drivers of health costs (including drivers of disease prevalence).</p>
Relevant Certifications	ASA, MAAA, FCA
Education	BBA, Risk Management/Insurance
	Master of Actuarial Science
Vendor Personnel Resume	
Name	Sandy Drollinger
Title	Senior Consultant
Relevant Experience	Ms. Drollinger is a Senior Consultant in the Administration & Technology Consulting Practice in Segal's Washington, DC office. She has 30 years of experience within the benefit industry including as a Senior Product Manager at a health and pension benefits administration software vendor.

	<p>Ms. Drollinger has specialized expertise in all facets of benefit administration, including working with HIPAA Security and HITECH assessments, defined benefit and defined contribution plans, software product development, member and employer portals, business intelligence, and analytics. She works with clients on technology assessments; system acquisitions including RFPs, procurements, evaluations, and contracting; operational and organizational reviews; and Third Party Administrator (TPA) searches.</p> <p>Ms. Drollinger's clients have included: IUOE 478 Health Benefits Fund system implementation oversight, UFCW Consolidated Pension Plan implementation project management and oversight, UFCW Consolidated Pension Plan project management and system implementation assistance, MEBA Medical Plan project management and oversight, Sheet Metal Workers National Pension Fund project management and system implementation assistance, GSA-ILA Manager's Fund system implementation oversight, Motion Picture Health Fund system implementation assistance, Greater PA Carpenters Medical Plan benefit system RFP, and Plumbers Local 189 Welfare Fund system implementation oversight.</p>
Relevant Certifications	Certified Scrum Professional
	Pragmatic Marketing Certification in Foundations & Market
Education	Dale Carnegie Leadership Training for Managers Certificate
Vendor Personnel Resume	
Name	Miriann Yoo
Title	Vice President and Senior Consultant
Relevant Experience	<p>Ms. Yoo has over 25 years of experience in benefits administration – both pension and health. As an expert in all operational and organizational aspects of benefits administration, Ms. Yoo is responsible for the evaluation and redesign of administrative processes and health benefit delivery systems, including medical management and claims processing as well as Third Party Administrator (TPA) searches, HIPAA compliance assessments, and organizational/operational reviews. She has many years of experience reviewing the various ways in which technology can be leveraged to support these processes.</p> <p>Ms. Yoo is responsible for assisting clients in evaluating how well their organizations support their mission and</p>

	business needs, and their effectiveness and quality of benefits delivery/services to internal and external stakeholders. Ms. Yoo has performed over 50 operational and technology reviews for self-administered pension and benefits plans. These studies include the review of operational procedures and documentation, organizational structure and staffing levels, use of technology and system tools (for automation, consistency and transaction tracking and reporting) and provide recommendations for process improvements and service delivery redesign.
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Relevant Certifications	CEBS
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Education	BA, Human Resources Management
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Vendor Personnel Resume	
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Name	Elizabeth Borucki
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Title	Consultant
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Relevant Experience	<p>Ms. Borucki has nine years of organizational, administrative and technology consulting experience. She assesses and improves the efficiency of benefits operations through organizational and transactional redesign and the implementation of technology. Ms. Borucki specializes in the use of technology to support benefits operations, third party administration analysis and selection, feasibility studies and recruitment needs.</p> <p>Prior to joining Segal, Ms. Borucki worked as the Assistant Operations Manager for a Third Party Administrator, focusing on the administration of various benefit plans. Previously, she worked for six years at a benefit administration software vendor, for whom she was primarily responsible for third party benefit administrator software implementations. Before joining the implementation team, she worked in the client services department as a Project Leader and Client Service Representative. While at Segal, Ms. Borucki has worked on similar projects with clients like Georgia Municipal Employee Benefit System, State of Delaware Human Resources, UFCW 655 Retail Store Employees Pension Fund, SEIU National Industry Pension Fund, Cultural Institutions Retirement System, and Carpenters Southwest Administrative Corporation (CSAC).</p>
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Relevant Certifications	
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Education	BA, Management
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Vendor Personnel Resume	
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Name	Brian Reed
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Title	Senior Consultant
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Relevant Experience	Mr. Reed is a Senior Consultant in Segal's Administration & Technology Consulting practice, based in the Ft.
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Washington, PA office. He has 19 years of experience in the benefits administration and technology arenas. His strengths include exceptional analytical and problem-solving abilities and strong interpersonal and communications skills.

Over the course of his career, Mr. Reed has supported more than 25 public pension and benefit plans at both the state and local levels and spent numerous years working for a pension administration systems vendor; as a result, he is highly knowledgeable in benefits administration process, technology best practices and technical and pension consulting.

Mr. Reed has guided organizations through major lines of business technology modernization efforts, ranging from single vendor to best of breed approaches. He has assisted clients in identifying both qualitative and quantitative improvements (metrics) to be achieved by process, technical and organizational changes. His skills include documenting / mapping of "as-is" business processes and developing recommendations for "to-be" changes, conducting feasibility studies, preparing RFPs, evaluating proposals, facilitating procurements, and providing project management and oversight services during implementations. He has supported the testing, quality assurance and OPM/IV&V requirements of several system implementations. Mr. Reed has managed testing activities, including development of test plans and materials, oversight of system load testing, design and administration of software defect tracking systems, and development of metrics and executive level reports of test results to apprise project sponsors and stakeholders of project progress.

Most recently he has been leading efforts at Wisconsin ETF. He helped ETF:

- Reimagine their project management practice, creating a Center of Excellence for Project Management
- Helped assess their systems to determine integration alternatives
- Advised them on the implementation of a new Enterprise Content Management Solution
- Helped them write and RFP and procure a new Insurance Administration Solution.

The latter item, is highly relevant to WV PEIA as he has recently read proposals from the same vendors who will bid

	WV and he is aware of the latest technologies and features available in the marketplace.
Relevant Certifications	Project Management Professional (PMP), Certified Systems Test Engineer (CSTE), Certified Scrum Master (CSM)
Education	BS, Economics