



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

Request for Quotation

RFO NUMBER
BMS60643

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
B FRANCISCO
304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR MEDICAL SERVICES
 ROOM 251
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3709 304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/02/2006				
BID OPENING DATE		BID OPENING TIME		
05/24/2006		01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****REQUEST FOR PROPOSAL*****</p> <p>THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS TO OBTAIN THE SERVICES OF A QUALIFIED VENDOR TO PROVIDE ADMINISTRATIVE ASSISTANCE WITH THE MOUNTAIN HEALTH TRUST MANAGED CARE PROGRAM FOR THE BUREAU OF MEDICAL SERVICES.</p> <p>*****</p> <p>PLEASE NOTE THAT A MANDATORY PRE-BID CONFERENCE SHALL BE CONDUCTED ON MAY 3, 2006 AT 1:30 PM. SAID CONFERENCE WILL BE HELD AT 350 CAPITOL STREET, ROOM 251, CHARLESTON, WV 25301. ALL INTERESTED BIDDERS ARE REQUIRED TO BE PRESENT AT THIS MEETING. FAILURE TO ATTEND THE MANDATORY PREBID CONFERENCE SHALL AUTOMATICALLY RESULT IN DISQUALIFICATION. NO ONE CAN REPRESENT MORE THAN ONE VENDOR.</p> <p>*****</p> <p>SCHEDULE OF EVENTS: RELEASE OF THE RFP: APRIL 7, 2006 VENDOR'S WRITTEN QUESTIONS SUBMISSION DEADLINE: (CLOSE OF BUSINESS) APRIL 17, 2006 MANDATORY PREBID CONFERENCE: MAY 3, 2006 ADDENDUM ISSUED: MAY 10, 2006 BID OPENING DATE: MAY 24, 2006</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1) AFFIDAVIT (1 PAGE) 2) WV-96 AGREEMENT ADDENDUM (1 PAGE) 3) BMS60643 SPECIFICATIONS: (23 PAGES) 4) DEBARMENT AND SUSPENSION CERT. (1 PAGE)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR ü160.103) and will be disclosing Protected Health Information (45 CFR ü160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230



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
BMS60643

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR MEDICAL SERVICES
 ROOM 251
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3709 304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
04/02/2006				

BID OPENING DATE: 05/24/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		948-74		
<p>RFP TO PROVIDE ADMINISTRATIVE ASSISTANCE</p> <p>THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR MEDICAL SERVICES IS SOLICITING FOR PROPOSALS TO ENGAGE THE SERVICES OF A QUALIFIED VENDOR TO ASSIST IN THE ADMINISTRATION OF A MEDICAID MANAGED CARE PROGRAM, MOUNTAIN HEALTH TRUST.</p> <p>MANDATORY PREBID CONFERENCE IS SCHEDULED FOR MAY 3, 2006, AT 1:30 PM IN CONFERENCE ROOM 251 LOCATED AT 350 CAPITOL STREET, CHARLESTON, WV 25301. ALL INTERESTED BIDDERS ARE REQUIRED TO BE PRESENT AT THIS MEETING.</p> <p>SEE ATTACHED PROPOSAL REQUIREMENTS.</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
BMS60643

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF
B FRANCISCO 304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

HEALTH AND HUMAN RESOURCES
 BUREAU FOR MEDICAL SERVICES
 ROOM 251
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3709 304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/02/2006				

BID OPENING DATE: 05/24/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

FILE	FEIN	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
BMS60643

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
B FRANCISCO 304-558-0468

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES ROOM 251 350 CAPITOL STREET CHARLESTON, WV 25301-3709 304-558-1737
---------	--

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/02/2006				

BID OPENING DATE: 05/24/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED 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>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, APRIL 17, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. 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>BETTY FRANCISCO DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: BFRANCISCO@WVADMIN.GOV</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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
BMS60643

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
**B FRANCISCO
 304-558-0468**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR MEDICAL SERVICES
 ROOM 251
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3709 304-558-1737

DATE PRINTED 04/02/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE **05/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

FILE	FEIN	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
BMS60643

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR MEDICAL SERVICES
 ROOM 251
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3709 304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/02/2006				

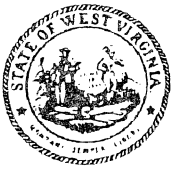
BID OPENING DATE: 05/24/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
BMS60643

PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF
B FRANCISCO
304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR MEDICAL SERVICES
 ROOM 251
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3709 304-558-1737

DATE PRINTED 04/02/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **05/24/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>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.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED ALONG WITH (8) EIGHT CONVENIENCE COPIES TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

GNATURE	TELEPHONE	DATE
---------	-----------	------

TLE	FEIN	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
BMS60643

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF:
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR MEDICAL SERVICES
 ROOM 251
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3709 304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/02/2006				

BID OPENING DATE: 05/24/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
AN EXACT DUPLICATE MUST BE SUBMITTED TO:						
STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230						
BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----FILE 22-----						
RFP. NO.:-----BMS60643-----						
BID OPENING DATE:-----MAY 24, 2006-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

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



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
BMS60643

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF
B FRANCISCO 304-558-0468

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BUREAU FOR MEDICAL SERVICES
 ROOM 251
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3709 304-558-1737

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/02/2006				

BID OPENING DATE: 05/24/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT

***** THIS IS THE END OF RFQ BMS60643 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

GNATURE	TELEPHONE	DATE
---------	-----------	------

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

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

A F F I D A V I T

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 owned 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

AGREEMENT ADDENDUM

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

1. **ARBITRATION** - Any references to arbitration contained in the agreement 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 or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
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. **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

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

REQUEST FOR PROPOSAL
West Virginia Department of Health and Human Resources
Bureau for Medical Services
BMS60643

PART 1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting for the Department of Health and Human Resources, Bureau for Medical Services (BMS), "Agency" to obtain the services of a qualified vendor in the administration of a Medicaid managed Care program, Mountain Health Trust (MHT).

1.2 Project:

The mission or purpose of the project is to engage the services of a qualified vendor in the administration of a Medicaid Managed Care program, Mountain Health Trust (MHT). The Vendor for this project will be working with the Department of Health and Human Resources, Bureau for Medical Services, which is the single state agency that administers and oversees the West Virginia Title XIX (Medicaid) Program.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains informational sections, "Part 2" describes the background and working environment of the project, "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and general terms/conditions and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received, and how the evaluation will be conducted.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Betty Francisco, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

Absolutely NO contact shall be made by the vendor with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 Vendor Registration:

Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the successful bidder must register and pay the fee prior to the award of an actual purchase order/contract.

1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is not binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 Mandatory Requirements.

The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "Yes" or "No" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

Part "3" details the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All information specifications do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal must be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder.

Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be basis for disqualification of the proposal. The State reserves the right to waive any informalities in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the State and also, a primary copy of the technical and cost proposal must be submitted to the Bid Observer of the State Auditor's Office. Copies for the Auditor's Office must not be mailed in the same envelope or package as the State's. Each should be sent under separate cover to insure arrival at their designated locations prior to the bid opening. All copies must be submitted to the respective offices prior to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped in each office to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. Neither the Purchasing Division nor the Auditor's Office can waive or excuse late receipt of a proposal which is delayed and late for any reason according State Code 5A-3-11. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Submit:
One original technical and cost
plus (8) convenience copies to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

Submit:
One exact copy with technical and
cost to:

Bid Observer's Office
Building 1, Room W-114
1900 Kanawha Blvd., East
Charleston, WV 25305-0230

The outside of the envelope or package(s) should be clearly marked:

Buyer: 22
Req#: BMS60643
Opening Date: 5/24/2006
Opening Time: 1:30 P. M.

1.9.4 Best Value Purchasing Standard Format:

All Requests for Proposals shall follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 Evaluation Criteria:

All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 Proposal Format and Content:

Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 Proposal Submission:

West Virginia State Code §5A-3-11, states “. . . all bidders submitting bid proposals to the Purchasing Division are required to submit an extra or duplicate copy to the State Auditor. Both copies must be received at the respective offices prior to the specified date and time of the bid opening.”

1.9.4.4 Technical Bid Opening:

The Purchasing Division and the State Auditor will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation to confirm receipt by the State Auditor, and to confirm that both original packages contained a separately sealed cost proposal.

1.9.4.5 Technical Evaluation:

An evaluation committee will review the technical proposals, assign appropriate points and make a final written consensus recommendation to the Purchasing Division Buyer.

If the Buyer approved the committee's recommendation, the formation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.6 Cost Bid Opening:

Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall notify the State Auditor and schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.7 Cost Evaluation and Resident Vendor Preference:

The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference by West Virginia State 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 State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.8 Contract Approval and Award:

After the cost proposals have been opened, the evaluation committee performs its review and makes its recommendation based on the highest scoring vendor to the Purchasing Division buyer.

Once approved by the buyer, the contract is signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:**1.15.1 Submissions are Public Record.**

All documents submitted to the State Purchasing Division related to purchase orders / contracts are considered public records. All bids, proposals, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the award is complete and documents have been microfilmed.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of West Virginia State Code §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of RFP.....	4/7/2006
Vendor's Written Questions Submission Deadline: (Close of Business).....	4/17/2006
Mandatory Pre-bid Conference.....	5/3/2006
Addendum Issued.....	5/10/2006
Bid Opening Date.....	5/24/2006

1.17 Mandatory Prebid Conference:

A mandatory prebid conference shall be conducted on the date specified above at 1:30 p.m. Said conference will be held at 350 Capitol Street, Room 251, Charleston, WV 25301. All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor.

1.18 Bond Requirements: Not Applicable.**1.19 No Debt Affidavit:**

West Virginia State Code §5A-3-10a(3)(d) requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.20 Resident Vendor Preference:

West Virginia State 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 State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

PART 2 OPERATING ENVIRONMENT**2.1 Location:**

Agency is located at 350 Capitol Street, Room 251, Charleston, West Virginia 25301.

2.2 Background:

The State of West Virginia is committed to offering Medicaid eligibles a choice of managed health care plans. This managed care initiative, developed by the Bureau for Medical Services, Department of Health and Human Resources, seeks to achieve the following objectives:

- A. Improve the health status of Medicaid beneficiaries through improved access and coordination of care.
- B. Reduce Medicaid expenditures from current spending for the unmanaged, fee-for-service program and improve the budget predictability of Medicaid expenditures.
- C. Foster the growth of organized delivery systems in West Virginia based on principles of quality, efficiency, accessibility, competition, and accountability.

The program will enroll Temporary Aid to Needy Families (TANF), Aid to Families with Dependent Children (AFDC)-related, and the Supplemental Security Income (SSI) populations. The TANF population began receiving health care services by Managed Care Programs on September 1, 1996 and the enrollment for Adult SSI population will begin 2006.

The Medically Needy and Medicare/Medicaid dual eligible populations will be excluded, as will Medicaid-eligibles residing in nursing facilities.

The Office of Health Care Policy and Managed Care Coordination within the Bureau for Medical Services oversees both Mountain Health Trust (full-risk capitated managed care) and the State's Physician Assured Access System (PAAS) program (primary care case management). Both programs are authorized to operate under the waiver authority 1915(b) of the Social Security Act. Mountain Health Trust has been in operation since 1996 and has three contracted Managed Care Organizations (MCOs). The PAAS program has been in operation since 1992 and has approximately 800 participating providers. As of October 2005, there were approximately 130,000 beneficiaries enrolled in MCOs in 47 of 55 counties and 16,000 enrolled in PAAS. However, both the MCOs and PAAS programs operate under the Mountain Health Trust Program, which is now on waiver with the Center for Medicare and Medicaid Services (CMS).

The Mountain Health Trust (MHT) program emphasizes the effective organization, financing, and delivery of primary health care services as a means to improve Medicaid beneficiary access to care and enhance quality through the provision of coordinated services. BMS has developed comprehensive capitated risk contracts with qualified Managed Care Organizations (MCOs) for serving Mountain Health Trust enrollees. Currently, there are three such contractors, each of which is a licensed MCO under West Virginia insurance law. Two MCOs, CareLink and The Health Plan of the Upper Ohio Valley, have participated in the MHT program since its inception. UNICARE of West Virginia began enrolling beneficiaries in November 2003. Other MCOs have expressed interest in providing services for WV Medicaid members; there is one presently pursuing licensure with the insurance commissioner.

MCOs provide enrollees with most acute and preventive physical health care services. MCOs also provide and proactively manage a wide range of additional services, including service coordination, case management, health education, and outreach, to ensure the delivery of quality health care services.

Although the Mountain Health Trust (MHT) waiver of federal Medicaid rules allow the State to require Temporary Assistance to Needy Families (TANF) recipients and adult Supplemental Security Income (SSI) beneficiaries residing in all 55 counties to join a Medicaid-approved MCO, at this time only TANF beneficiaries are permitted to enroll in an MCO; however, we plan to begin enrollment of SSI members in 2006. BMS has received federal authority through the BBA of 1997 to require TANF beneficiaries who live in rural counties to enroll in a single MCO in their county of residence. The PAAS program's waiver includes both TANF and SSI beneficiaries; however, only TANF beneficiaries are required to enroll in the program at this time.

The State employs an enrollment broker to assist Medicaid beneficiaries in understanding their choices and selecting an MCO or PAAS provider. TANF beneficiaries in counties with two or more contracted MCOs must choose between one of the MCOs. In addition, in certain rural counties with only one MCO, TANF beneficiaries must enroll in that MCO. TANF beneficiaries in other counties with only one contracted MCO can choose between the MHT program and the PAAS program; non-choosers are assigned to the MCO in their county. The enrollment broker assists beneficiaries in choosing between MCOs or between an MCO and the PAAS program, depending on the beneficiary's county of residence, and in selecting a primary care provider.

Information regarding county configuration may be found at:
www.wvdhhr.org/medicalservices/managedcare/expansionmap.

PART 3 PROCUREMENT SPECIFICATIONS

The mandatory sections included in Parts 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "Yes" or "No" response to these sections is not adequate.

3.1 General Requirements:

The successful vendor shall:

- 3.1.1 Develop and conduct provider enrollment/MCO agreements, develop and maintain agreements, analyze and monitor contract performance, review new HMOs for readiness for a provider agreement according to federal regulations, and set capitation rates.
- 3.1.2 Assist the Bureau for Medical Services in the ongoing management and improvement of Medicaid managed care program.
- 3.1.3 Identify and comply with relevant federal Medicaid laws, regulations, and policies.

- 3.1.4 Gather, process and analyze managed care encounter and claims data for West Virginia's Medicaid population.
- 3.1.5 Analyze Early Periodic Screening, Diagnosis and Treatment Program (EPSDT) service provisions and prepare federal and state reports to improve the efficiency, effectiveness, and quality of Medicaid services in West Virginia.
- 3.1.6 Create provider profiles for the MHT and PAAS programs.
- 3.1.7 Respond to ad-hoc data requests including, but not limited to, comparisons of the managed care program with the fee for service program to improve the efficiency, effectiveness, and quality of Medicaid services in West Virginia.

3.2 Scope of Work:

- 3.2.1 Vendor shall perform the following tasks for the Bureau for Medical Services in designing and conducting review of provider enrollment/HMO agreements; developing and maintaining vendor contracts; analyzing and monitoring contract performance; and setting capitation rates that are actuarially sound and certified by an actuary who meets the qualification standards established by the American Academy of Actuaries.

- 3.2.1.1 Develop capitation rates yearly, effective July 1 of each year and in accordance with 42 CFR 438.6. This includes development of rates for TANF/SSI populations by age and sex, preparation of the capitation rate setting methodology, presentations to and discussions with currently contracted and other interested MCOs, recalculation of the upper payment limit and cost effectiveness required by CMS under the state's current waiver, and provision of a statement by a certified actuary attesting to the appropriateness and soundness of the methodology and capitation rates.

Deliverable: Complete rate development and submit methodology and CMS documents to the Bureau for Medical Services by April 1 of each year.

- 3.2.1.2 Obtain other provider agreements to support the program as needed. Develop requirements for participation and agreement specifications, prepare necessary agreement materials, provide technical assistance to evaluation team(s) in reviewing proposals, conduct on-site reviews of provider's capabilities, and conduct analyses of provider networks as appropriate.

Deliverable: Submit agreement materials within 60-days of request by the Bureau for Medical Services. Provide other agreement support (e.g., on-site reviews) as requested.

- 3.2.1.3 Develop and maintain provider agreements. Develop agreements/contracts for other vendor types. Monitor federal contract requirements and develop necessary agreement modifications and addenda if new federal requirements are promulgated. Prepare agreements and assist in

presenting agreements to providers, gaining CMS approval of agreements, and making any needed changes to agreements prior to execution.

Deliverable: Develop federally required information and agreements within 60-days of request by the Bureau for Medical Services.

- 3.2.1.4 Develop strategy for MCO contracting, including options for performance targets based on baseline data analyses and other reports, use of incentives and/or penalties, and modifications to program requirements.

Deliverable: Develop strategy within 60-days of request by the Bureau for Medical Services.

- 3.2.1.5 Perform analyses and ongoing monitoring of MCO provider networks, conduct quarterly analyses of the MCOs' networks against the waiver and program requirements and monitor the networks using MCO reports and provider directories. Develop MCO- specific and program-wide reports and maps showing providers, clinics, and hospitals by specialty and location. Conduct network analyses prior to MCO expansion into additional counties.

Deliverable: Submit network analyses to the Bureau for Medical Services within 45-days of the end of each quarter. Submit expansion county network analyses within 45-days of request by the Bureau for Medical Services.

- 3.2.2 Program Management and Improvement:
Assist the Bureau for Medical Services in the ongoing management and improvement of the Medicaid managed care program.

- 3.2.2.1 Participate in ongoing program management activities. Participate in ongoing HMO task force activities. Attend meetings and coordinate with other state contractors as requested to administer the program on behalf of the Bureau. Provide technical assistance to MCOs and other vendors. Coordinate with other related programs, such as PAAS, including the development of appropriate mechanisms to evaluate performance across programs.

3.2.2.1.1 Gather encounter/claims submissions from participating Managed Care Organizations (MCOs) and the PAAS program on a monthly basis. MCO data is consistent with UB92 and HCFA1500 formats. Gather claims data for carved-out services provided to MCO enrollees on a monthly basis. Gather Medicaid eligibility data on a monthly basis.

3.2.2.1.2 Review encounter data for completeness and/or inconsistencies. Conduct extensive validation of data using a variety of methods, including consistency with external sources of data from the Bureau and the MCOs. Consult with MCOs and the PAAS program to solve any data issues.

3.2.2.1.3 Produce monthly, quarterly, and annual encounter data reports for BMS. Encounter data will be gathered from the MCOs. Annual reports

should include comparisons of MCO performance as well as MCO vs. PAAS performance. Annual reports should also include comparisons with external and normative targets, including other West Virginia public payer experience. As the State plans to expand managed care penetration to new parts of the state, encounter data analysis will serve as a tool in understanding utilization.

3.2.2.1.4 Provide technical assistance to the MCOs on data issues.

3.2.2.1.5 Prepare monthly electronic reports to the MCOs on pharmacy utilization experience of their enrolled members as long as pharmacy is carved out of the HMO's capitation rate.

3.2.2.1.6 Using the claims data received from BMS and the MCOs, conduct analysis of Medicaid EPSDT program (MCOs, PAAS, fee-for-service) and create custom extracts to respond to state and federal requests for information on program performance, i.e. 416 Report.

3.2.2.1.7 Produce PAAS provider profiles on key services that are health care cost drivers (e.g., emergency room, diagnostic lab and x-ray) and mail to providers and respond to providers' questions related to the profile.

3.2.2.1.8 Produce annual report on PAAS provider performance.

3.2.2.1.9 Develop templates for additional services.

3.2.2.1.10 Develop additional profile reports for inclusion in monthly and annual reports.

Deliverable: Submit waiver renewal documents to the Bureau for Medical Services 90-days before expiration of the current waiver. Prepare interim waiver amendments or state plan amendments within 45-days of request by the Bureau for Medical Services.

3.2.2.2 Develop options for program expansion and assist in implementing program expansion. Prepare a document outlining the options for program expansion. Discussion of options should address the maturity and penetration of managed care across the state, other state programs, the Bureau's goals, concerns of other state agencies, coordinated purchasing efforts, legal and regulatory constraints, and changing federal regulation. Additional areas to be reviewed should include populations and benefits, types of entities with which the Bureau might contract, region-specific variations that might be considered, and administrative and cost implications.

Deliverable: Submit proposals outlining options for program expansion for areas without managed care entities and as SSI eligibility is expanded across the state.

3.2.2.3 Developing and implementing program modifications identified through program monitoring activities. Identify areas for program modification through the program performance assessments included in the waiver, the findings of the External Quality Review Organization (EQRO), and other program monitoring activities. The types of modifications might include changes to the MCOs' contract requirements, elements of the program design, the Bureau's management of the program, and subsequent external reviews and evaluations. Where applicable, prepare cost estimates resulting from these changes.

Deliverable: Prepare memoranda and issue papers within 45-days of request by the Bureau for Medical Services. Annual summary reports of the MHT program within 60 days of the end of the year.

3.2.2.4 Research and Evaluation:

Provide information and develop processes that will improve the efficiency, effectiveness, and quality of Medicaid services in West Virginia.

3.2.2.4.1 Analyze baseline utilization and cost data. Develop baseline utilization and cost measures by age, sex, and eligibility category that can be used to evaluate the MCOs' performance regarding provision of services against fee-for-service. Download all available HMO, PAAS, and fee-for-service data received from the MCOs and BMS from June 2004 to present for reporting purposes. To the extent possible, measures should conform to Health Plan Employer Data and Information Set (HEDIS) measures that methodologies and be comparable to the Bureau for Medical Services' encounter data analyses. Based on evaluation of the results, recommend areas for performance improvement and strategies to correct any deficiencies that may be identified.

Deliverable: On a quarterly basis, provide BMS with performance reports and strategies to improve the services.

3.2.3 Federal Regulatory Compliance:

Vendor shall identify and comply with relevant Medicaid laws, regulations, and policies.

3.2.3.1 Develop a comprehensive quality assessment and performance improvement strategy and implementation plan. Prepare a document outlining the options for a state performance improvement strategy that complies with new federal regulations. Review Quality Improvement Systems for Managed Care (QISMC), CMS standards, other quality review programs, and input from enrollees, advocates, managed care organizations, and other stakeholders to identify options and recommendations for monitoring and evaluating the quality and appropriateness of care and services to enrollees. Develop the corresponding implementation plan for the strategy selected by the Bureau.

Deliverable: Complete comprehensive quality assessment and performance improvement strategy and implementation plan yearly and in accordance with all federal regulatory requirements.

- 3.2.3.2. Perform tasks necessary to monitor the federal waiver and prepare required reports and waiver application. Develop appropriate data collection tools, such as beneficiary and provider surveys. Monitor periodic reports and data submitted by the MCOs. Conduct special analyses of access, quality of care, and cost-effectiveness.
- 3.2.3.3. Prepare necessary waivers or state plan amendments for ongoing program and/or changes to the program. Provide support in maintaining the program and implementing program changes and/or expansions, including developing documentation that may be required by CMS, such as waiver applications or state plan amendments.

Deliverable: Submit results of monitoring activities related to the waiver to the Bureau for Medical Services 120-days before expiration of the current waiver. Conduct ad hoc monitoring activities within 60-days of request by the Bureau for Medical Services.

3.2.4 On-Demand and As Needed Requests

Vendor shall perform the following services:

- 3.2.4.1 Production and analysis of data and ad-hoc requests for data analysis services to BMS.
- 3.2.4.2 Provide data analysis support on reimbursement issues and modeling upon request from BMS.
- 3.2.4.3 Provide data analysis support to assist with budgetary and legislative issues upon request from BMS.
- 3.2.4.4 Create encounter data files as needed for other contracted Vendors working with the MHT and PAAS programs. Provide technical assistance as needed.
- 3.2.4.5 Conduct research and recommend approaches in key areas of chronic care/disease management, pharmacy, eligibility and coverage, quality improvement, improved rural health delivery, provider networks, and others, as identified by the legislature or the Bureau.

Deliverable: Respond to requests within 60-days of request by the Bureau for Medical Services. Provide implementation support as requested.

- 3.2.4.6 Provide policy impact analyses and support. Review and analyze policy options, develop documents for review, analyze fiscal and programmatic impacts, conduct federal regulatory review, prepare necessary waivers, make presentations to senior officials and interested parties, and assist with implementation of adopted strategies. Implementation tasks may include, but are not limited to, preparation of work plans, facilitation of stakeholder working groups, development of contractor specifications, detailed actuarial

and related analyses, initial and ongoing program monitoring, and necessary evaluations for state or federal reporting.

Deliverable: Respond to requests for policy impact and analyses within 45-days of request by the Bureau for Medical Services. Provide implementation support as requested.

3.2.5 Disease Management

3.2.5.1 Produce disease specific provider profile reports. An example of a disease management program in WV Medicaid is diabetes whereby doctors, nurse practitioners, and certified diabetic educators (CDEs) are providing management services to optimize the health of Medicaid recipients.

Deliverable: Provide reports requested by disease management coordination to evaluate present disease management activities in order that programs may be modified accordingly.

3.2.6 Additional Services

Additional services may be required and purchased on an as needed basis as a result in changes to State and Federal Regulations, or changes in the Department's operating procedures. Vendor is to provide firm pricing on the proposal cost sheet.

3.3 Special Terms and Conditions:

3.3.1 Bid and Performance Bonds: Non-applicable to this proposal.

3.3.2 Insurance Requirements:

The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. Proof of insurance shall be provided by the Vendor at the time the contract is awarded. The Vendor shall maintain and furnish 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 in the following amounts:

- a) For bodily injury (including death): \$500,000.00 per person, up to \$1,000,000.00 per occurrence.
- b) For property damage and professional liability: Up to \$1,000,000.00 per occurrence.

3.3.3 License Requirements:

Provide certification that it is registered with the Secretary of State's Office to do business in West Virginia; provide evidence it is in good standing with the State Bureau of Employment Programs as to Unemployment Compensation coverage and Worker's Compensation coverage or exempt from such coverage.

3.3.4 Litigation Bond: Non-applicable to this proposal.

3.3.5 "No Debt Affidavit":

West Virginia State Code §5A-3-10a-(3)(d) requires that all vendors submit an affidavit of debt which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Debt Affidavit is attached to this request for proposal which should be

completed, signed and returned with the vendor's proposal. If bidding a joint proposal, a Debt Affidavit must be completed for both vendors.

3.3.6 HIPAA Business Associate Addendum

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR§160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

3.3.7 Agreement Addendum: Form WV-96:

Any contract resulting from an award from this RFP and a vendor's proposal must include, but is not limited to, in its terms and conditions all mandatory sections contained herein. Failure of the successful vendor to sign an Agreement Addendum (Form WV-96) as part of the contract may result in forfeiture of the bid bond. Agreement Addendum is available online at <http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>

3.3.8 Debarment and Suspension:

Vendor will not be considered in proposal process if debarred or suspended. Vendor must certify that they are not debarred or suspended. Successful vendor must certify that no entity, agency or person associated with the vendor is debarred or suspended.

3.4 General Terms and Conditions:

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in Part Three (3) of this RFP.

3.4.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.4.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the Vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.4.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.4.4 Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor nor any employees or contractors of the Vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

3.4.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.4.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

3.4.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3.4.8 Compliance with Laws and Regulations:

The Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.4.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for payment of all subcontractors.

3.4.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable

time" period shall not exceed twelve (12) months. During the "reasonable time" period the Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

3.4.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the Vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.4.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.4.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to

identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

3.4.14 Invoices

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. The invoices shall be in a form approved by the Department and shall enclose a monthly activity log. The Vendor will be responsible for payment of all subcontracts, staff, and any other support staff contracted to provide services. State law forbids payment of invoices prior to receipt of services. The Department reserves the right to reject any or all invoices for which proper documentation has not been provided. The Vendor will be notified of deficiencies within fifteen (15) days of receipt of the invoice.

3.4.15 Liquidated Damages: Not Applicable

3.4.16 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor. The Vendor must comply with HIPAA requirements.

PART 4 PROPOSAL FORMAT

The mandatory sections included in Part 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate.

4.1 Vendor's Proposal Format:

Bidder must organize their proposal response into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the bidder's response to a specific subsection, the bidder shall indicate so in the point-by-point

response or utilize a blanket response for the entire section with the following statement:
“(Bidder’s Name)” understands and will comply.

Technical Proposal

Title Page – Vendor should state the RFP Subject and number, the name of the vendor, vendor’s business address, telephone number, web site and name of authorized contact person to speak on behalf of the vendor and authorized contact person’s email address. The title page must be signed and dated by an authorized person.

For example, the title page might appear with text as follows:

RFP Subject: BMS60643 Medicaid Managed Care Administration

Vendor Name _____

Business Address _____

Telephone Number _____ **Web site** _____

Printed Name of Authorized Person _____ **Title** _____

Authorized Signature _____ **Date** _____

Email Address _____

Table of Contents - Bidder should clearly identify the material by Section and page number in their proposal table of contents. The proposal must be formatted in the same order, providing the information listed below:

Title Page - Shall state the RFP Subject and number, the name of the Vendor, Vendor’s business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by Section (see below) and page number.

Section I - Understanding of the Project Objectives and Time-line

Vendor shall discuss their understanding of the overall project as per Part 3.1 General Requirements and Part 3.2 Scope of Work; list current projects with which they are now engaged; and, list their workload scheduled. Vendor shall provide a time line showing how they will be able to commence providing services upon award of the contract and continue to provide those services. A statement that the firm will meet the desired deadlines should be included.

Section II - Vendor Experience

Vendor must provide credible, detailed evidence of their related experience and capabilities in providing the required services. Vendors must provide details of: the background of the company/organization; the size and location of the company/organization; and, the

experience and capabilities of the company/organization which qualify and enable them to provide the service. At least three (3) vendor references with phone numbers and addresses from work within five (5) years should be included, along with a detailed description of the work performed for each reference.

Section III - Qualifications of Project Staff

Vendors must provide resumes of qualified staff to be assigned to the project and a staff organizational chart. If proposed staff are not employed by the Vendor, the Vendor must provide a signed letter of intent from the individual indicating that they will accept employment if the Vendor is awarded the contract. Vendors must identify key personnel assigned to the project. The Department of Health and Human Resources reserves the right to reject any staff proposed or later assigned to the project and require the successful vendor to remove them from the project. Whenever possible, the successful vendor will notify the Department two (2) weeks prior to replacing any key staff.

Section IV - Project Work Plan

Vendors must provide a proposed work plan discussing its provision of administrative support services for the Medicaid Managed Care program. The work plan must demonstrate a clear grasp of the overall project and services to be provided, with specific action steps that will guarantee the successful provision/completion of services. This work plan must detail how the vendor will perform/complete the services required in Part 3.2 of this RFP.

Cost Proposal

Section V - Cost Proposal

The cost proposal, with the bidder's name, title, date and signature, must be in a separately sealed envelope and be included with the technical proposal or attached there to and shall contain:

- a) The total amount proposed, including a "not to exceed" figure. The total "not to exceed" cost is to contain all direct and indirect costs including travel and out of pocket expenses.
- b) The factors involved in calculating that amount, including any hourly rates of staff, together with a breakdown of all costs and estimated hours of work associated with the staffing affiliated with the proposal.
- c) The Vendor will provide an all-inclusive hourly rate for the pricing of additional services that the Department may purchase. The all-inclusive hourly rate will include all direct and indirect costs, to include travel and out-of-pocket costs.
- d) Vendor is to submit costs on the cost proposal sheet labeled Attachment #1, as laid out in RFP Part 4.5.

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications, attains the final highest point score of all vendors (possible one-hundred 100

points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

4.3 Evaluation Criteria:

The following are the evaluation factors and maximum points possible for technical point scores:

A. Understanding of the Project Objectives & Time-line (Part 4, Section I)	20 Points Possible
B. Vendor Experience (Part 4, Section II)	30 Points Possible
C. Qualifications of Project Staff (Part 4, Section III)	15 Points Possible
D. Project Work Plan (Part 4, Section IV)	5 Points Possible
E. Cost Proposal <i>(Submitted in separate sealed envelope)</i> (Part 4, Section V)	30 Points Possible
Total	100 Points Possible

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible (if doing an oral presentation, may require it for technical criteria not including the oral, in order to avoid interviewing non-qualified vendors). The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

ATTACHMENT #1

4.5. Cost Proposal Format

Scope of Work	Year 1	Year 2	Year 3	Totals
Start-up Costs		XXXXXXXX	XXXXXXXX	
3.2.1 Vendor Contracts				
3.2.2 Program Mgmt & Improvement				
3.2.3 Federal Regulatory Compliance				
3.2.4 Ad Hoc Requests				
3.2.5 Disease Mgmt				
Total Not to Exceed Fee				

3.2.6 All inclusive Hourly Rate for Pricing Additional Services

Labor Category	Year 1	Year 2	Year 3

Bidder

Signature

Title

Date

West Virginia Department of Health & Human Resources FEDERAL PROGRAM PARTICIPATION ACKNOWLEDGMENT, AUTHORIZATION, CONSENT, AND RELEASE

No person who is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs shall be hired by the West Virginia Department of Health and Human Resources.

I am am not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

Signature

Date

I authorize and consent to a background check by the West Virginia Department of Health and Human Resources specifically to determine whether I am currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs. If hired, I also agree to periodic conduct of additional such background checks during the course of employment by the West Virginia Department of Health and Human Resources.

I release any persons and the West Virginia Department of Health and Human Resources and its agents, officials, representatives, employees, officers; or related personnel both individually and collectively, from any and all liability for damages of any kind that may result because of compliance with this acknowledgment and authorization.

For positive identification purposes, the following information is required when conducting a background check. This information is confidential and will not be used for any other purposes (**please print**):

Name

last name

first name

middle initial

Maiden/Other Names

(This should include other married names by which you have been known.)

Current Address

street/box#

city

state

NOTE: Your social security card must be presented for verification purposes.

Social Security #

_____-_____-_____-_____-_____-_____-

Date of Birth

____/____/____
month/day/year

Driver's License Number

State of Issue

Signature

Date

EMPLOYING UNIT INFORMATION

Office/Facility/Region/District

Contact Person

Fax Number

Phone Number

FOR OPS USE ONLY

HHS Match Outcome

Positive

Negative

GSA Match Outcome

Positive

Negative

Initial _____

Date _____