

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

BMS60643

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

RFQ COPY TYPE NAME/ADDRESS HERE

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	
05/17/2006								
BID OPENING DATE: 06/1.			2006		BID	OPENING TIME	01:30PM	
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SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE DA								
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TITLE		FE	IN			ADDRESS CHA	NGES TO BE NOTED ABOVE	

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 registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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 Viginia 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.

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

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:						
	Spending Un	it:							
Vendor:	1								
F	equisition N	lo.:	BMS60643						
ADDENDUM ACKNOW	LEDGEMEN	٧T							
I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.									
Addendum No.'s:									
No. 1									
No. 2									
No. 3									
No. 4			/						
No. 5									
I understand that failure to confirm the recrejection of bids.	eipt of the a	ddendu	ım(s) is cause for						
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Exhibit 10 Rev. 11/96									

RFP BMS60643 QUESTIONS AND ANSWERS

1 Can you provide information about the current contract with Lewin including: the contract number, the total payments to Lewin by year for the current term of the contract?

Answer: BMS30742, Year 1 \$973,540 Year 2 \$998,469 Year 3 \$1,050,692

2 What is the scheduled end date of the current contract?

Answer: September 14, 2006

Can you confirm that the following tasks within the scope of work are mandatory: 3.2.1, 3.2.3, 3.2.4 and that the remaining tasks are not.

Answer: All tasks within the scope of work are considered mandatory.

What are the other types of provider contracts, besides primary care clinician contracts, do you expect the contractor to develop, monitor and manage in tasks 3.2.1.2 and 3.2.1.3?

Answer: Provider agreements would be limited to the PAAS and Mountain Health Trust Programs (MHT).

5 Are samples of existing provider contracts available for review?

Answer: Historical data will be provided to the winning bidder.

6 Are samples of existing MCO contracts available for review?

Answer: Historical data will be provided to the winning bidder.

7 Does the Bureau expect developing entirely new contract models or enhancements to the existing contracts? If new models are expected, please specify which contracts types (e.g. provider type, MCO)

Answer: The winning vendor will be required to determine if provider agreements should be enhanced or developed based upon federal regulations, BBA Regulations, or any other reason for change.

Is the submission of claims data by MCO currently required? **Yes** If so: how many years of data has been submitted? **10 years** Is this data set managed by the current contractor? **No** Will the historical data sets, report formats and specifications be made available to the winning contractor?

Answer: Historical data will be provided to the winning vendor.

9 Could you elaborate on what is required in 3.2.2.1.9? Are these contract templates for other provider types?

Answer: If required, additional reports may be requested on a regular basis such as behavioral health services utilized by those enrolled in the MHT/PAAS Programs.

RFP BMS60643 OUESTIONS AND ANSWERS

10 Can you provide information regarding the frequency and level effort required historically and in the future for the upon request or ad hoc services listed under 3.2.2.3 and 3.2.4?

Answer: This will and has varied in the past according to the level of complexity required by the West Virginia Legislature and/or other upper Administration Offices.

11 What is the amount of the current Lewin Group contract?

Answer: The total to be paid on the contract is \$3,841,462. That amount includes additional work performed for the Bureau.

How does the scope of work for the current Lewin Group contract differ from the scope of work requested in RFP BMS60643?

Answer: Data management and PAAS Program involvement.

13 Please clarify what role you are requesting the contractor perform with regard to provider agreements for the PAAS program. For example, to what extent will the contractor be required to interact with providers?

Answer: PAAS provider agreements may have to be developed based on federal requirements or because of Redesign. The vendor will not be required to interact with providers as it relates to re-contracting with PAAS providers.

14 How many providers are currently enrolled? **20,000** Does the State feel that the current provider network is sufficient, or is it looking to expand the network to improve access in certain areas?

Answer: Improvements to access and expansion are always necessary.

15 Section 3.2.1.5 requests ongoing analyses of provider networks. Is geo-mapping sufficient to meet the State's needs for this task, or does the State wish to supplement geo-mapping with utilization analyses conducted using encounter claims and other analyses?

Answer: In order to adequately determine access, utilization must also be analyzed.

16 Section 3.2.2.1 requests that the contractor attend meetings and coordinate with other state contractors as requested to administer the program on behalf of the Bureau. Please provide more information about the anticipated number and frequency of meetings, the typical agendas for those meetings, the attendees at those meetings, and the role the contractor would play at those meetings.

Answer: Frequency of meetings, agendas and attendees will vary depending upon the activities in the program at any given time. The role will also vary depending upon the type of meeting.

RFP BMS60643 QUESTIONS AND ANSWERS

17 Please provide a copy of the 1915(b) waiver(s) under which the State's managed care programs currently operate.

Answer: Available on www.CMS.gov website.

18 On what date does the current waiver(s) expire?

Answer: June 30, 2006

19 The deliverable for 3.2.2 is listed as a waiver renewal. Is this correct for this task?

Answer: In addition to all of the requirements in 3.2.2 that may require a deliverable such as a report, all of the information gathered from the activities in 3.2.2 will be required for the waiver. It will be the vendor's responsibility to complete the waiver and submit to CMS, including any communication that is required.

20 Section 3.2.4 requests "On-Demand and As Needed Services." Please provide some additional information regarding the level of effort the State anticipates for these tasks. Alternatively, would the State be willing to permit bidders to bid an hourly fee for these tasks, using a cost proposal similar to that required for 3.2.6?

Answer: This task is included in the total bid and will not permit bids to bid an hourly fee. The services included in this task are directly related to requests from Administration, Legislature, or others.

21 Please describe the extent to which the State will require the contractor to have a West Virginia presence and for what purposes.

Answer: There does not have to be a West Virginia presence. The vendor must be available to come to West Virginia as needed.

22 To what extent will the State make work space, internet access, and telephone service available to the contractor?

Answer: This will be the contractor's responsibility. The State does not make these items available to the contractor.