



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
HCC06225

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

**HEALTH CARE AUTHORITY
 SUITE 201
 100 DEE DRIVE
 CHARLESTON, WV
 25311-1692 304-558-7000**

DATE PRINTED 08/30/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/18/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-62		
<p>SOFTWARE, PREPROGRAMMED (DATA BASE MANAGEMENT CONTRO</p> <p>REQUEST FOR PROPOSAL</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA HEALTH CARE AUTHORITY, IS SOLICITING PROPOSALS TO PROVIDE THE AGENCY WITH THE COLLECTION, PROCESSING, AND REPORTING OF HOSPITAL DATA (UNIFORM HOSPITAL DISCHARGE BILLING PROGRAM) UNDER LEGISLATIVE MANDATE.</p> <p>PLEASE SEE ATTACHED FOR SCHEDULE OF DEADLINE DATES.</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>VENDOR PREFERENCE CERTIFICATE</p> <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</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 \$125.00 registration fee.
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 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.

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. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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
HCC06225

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**HEALTH CARE AUTHORITY
 SUITE 201
 100 DEE DRIVE
 CHARLESTON, WV
 25311-1692 304-558-7000**

DATE PRINTED 08/30/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/18/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, 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>						

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
HCC06225

PAGE
3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**HEALTH CARE AUTHORITY
 SUITE 201
 100 DEE DRIVE
 CHARLESTON, WV
 25311-1692 304-558-7000**

DATE PRINTED 08/30/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/18/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OR () 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 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</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
HCC06225

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

**HEALTH CARE AUTHORITY
 SUITE 201
 100 DEE DRIVE
 CHARLESTON, WV
 25311-1692 304-558-7000**

DATE PRINTED 08/30/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/18/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: ----- * 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) ***** THIS IS THE END OF RFQ HCC06225 ***** TOTAL: _____						

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'

REQUEST FOR PROPOSAL

WV Health Care Authority
HCC06225

PART 1 GENERAL INFORMATION/TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Health and Human Resources, WV Health Care Authority Division, hereinafter referred to as "Agency", to provide data collection and processing services.

1.2 Project:

The purpose of the project is to continue the collection, processing and reporting of hospital discharge uniform billing (UB) data under legislative mandate. In 1985, the Agency began collecting hospital UB data on inpatients discharged from WV Hospitals. These data are a significant part of the Agency's Rate Review, Certificate of Need, and Planning programs, thus unusual efforts are made to permit reconciliation and assure the quality of the data.

In addition, the data are used by other state agencies and by health care facilities, health-related organizations and researchers in this and other states as well as by national health organizations. The Agency is a participant in the Agency for Healthcare Research and Quality (AHRQ) Healthcare Cost and Utilization Project (H-CUP), a federal-state-industry partnership to build a standardized, multi-state health data system, using hospital UB data. Thus the Agency's data must meet the H-CUP submission standards.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information/terms and conditions, "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 special 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:

Krista Ferrell, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
Email: kferrell@wvadmin.gov

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:

This Request for Proposals contains all 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 should 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 informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped 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. In accordance with State Code 5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. 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 (6) convenience copies to:

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

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

Buyer: Krista Ferrell
Req#: HCC06225
Opening Date: 10/18/2006
Opening Time: 1:30 P. M.

1.9.4. Best Value Purchasing Standard Format

All Requests for Proposals should 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 *Technical Bid Opening*: The Purchasing Division 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. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 *Technical Evaluation*: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 *Cost Bid Opening*: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall 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.

1.9.4.6 *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. In accordance with West Virginia State Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference 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.

1.9.4.7 *Contract Approval and Award*: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and 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 §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 the RFP.....	09/01/06
Vendor's Written Questions Submission Deadline.....	09/18/06
Response to Questions.....	09/25/06
Addendum Issued	10/02/06

Bid Opening Date10/18/2006
Oral Presentation 11/01/2006
(tentatively)

1.17 **Mandatory Pre-bid Conference: Not required.** Any questions must be submitted in writing to Krista Ferrell, Senior Buyer (See section 1.4 and 1.16 above).

1.18 **Affidavit:**
West Virginia State Code §5A-3-10a 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.

1.19 **General Terms and Conditions:**

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 *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.

1.19.2 *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.

1.19.3 *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 sub-recipients 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.

1.19.4 *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.

1.19.5 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.

1.19.6 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.

1.19.7 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.

1.19.8 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.

1.19.9 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.

1.19.10 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.

1.19.11 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.

1.19.12 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.

1.19.13 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.

1.19.14 Invoices, Progress Payments, & Retainage: (Agency Option if appropriate.)

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. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.19.15 Liquidated Damages: (Agency Option if appropriate)

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$ 1,000 per day for failure to provide deliverables or failure to meet specified deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

1.19.16 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.

PART 2 OPERATING ENVIRONMENT

2.1 **Location:**

The agency is located at 100 Dee Drive, Charleston, WV.

2.2 **Background:**

The HCA is a part of the West Virginia Department of Health and Human Services. It has been given responsibility to constrain the rising cost of health care and to assure reasonable access to necessary health services.

The HCA performs the functions of hospital rate review (rate setting); certificate of need; and health care planning. It also administers a rural health systems program jointly with the WV DHHR Bureau of Public Health, Office of Community and Rural Health and, administers the financial disclosure requirements under the Health Care Financial Disclosure Rule. Among other things, this rule requires that hospitals submit a copy of the Uniform Bill (UB-92, now UB-04) for each inpatient discharged from the hospital. These are electronic copies.

Project Background

Initial efforts to collect Uniform Billing (UB) Data began with 1985 data. Since most hospitals were submitting paper claims, HCA acquired the Medicare portion of the data on tape from Healthcare Financing Administration (HCFA now CMS). This practice continued through 1994. Beginning with 1995 data, UB records for all payers have been submitted by the hospitals to the vendor. Currently sixty-five hospitals and hospital systems are expected to submit inpatient UB data to the HCA.

It has been the HCA's ongoing goal to improve the completeness, accuracy and timeliness of the UB data collection. Functional data sets are available for calendar years 1987-2004. As of February 16, 2006, data collection and assessment of completeness and reconciliation continues for calendar year 2005. The 2005 data set is scheduled to be closed for data submission corrections on June 30, 2006. Because these data are such a significant part of the Rate Review and Certificate of Need program decisions at HCA, considerable efforts have been made to permit reconciliation and assure the quality of the data.

Hospitals submit UB data monthly, weekly, or more frequently, if approved by the HCA, in an electronic file format similar to a 1998 EDI version of the CMS-1450 (formerly HCFA-1450) billing form known as the UB-92. This EDI format has been replaced by CMS with ANSI X12 837 electronic formats. HCA still uses a modified version of the older format. This format only includes a limited subset of the fields available on the UB-92.

Hospitals create these data submission files in different ways depending upon their business models and software systems. Some produce the files from their own custom reports, extracting the data from their data warehouses. Others create the files directly as electronic claims from their billing systems as they would create a claim for a payer. Some create electronic print images of CMS-1450 hard copy UB-92 claims from which they use software scripting tools to extract the necessary fields and then reformat and

translate some fields to codes required by the HCA file format. Many create a modified UB-92 print image or claim file for their payers and these are loaded into software provided by their claim submission service vendor which then extracts data and translates and reformats the data to the HCA required format. Some, with only a few claims to submit, or resubmit, use a software tool referred to as "S3-Submit" provided by the current vendor to manually key in the data and automatically create a submission file. The current vendor is Social & Scientific Systems, Inc.

There exists the potential to change the required submission format to a different or even simpler format with more fields and standardize the sources of the data to avoid repetitive submissions, errors, and omissions. If a new format were introduced, it is desirable to allow hospitals to continue using the existing format concurrently if a change would be disruptive in the near term.

(See the attached Submission Manual Exhibit I). Because elements critical to the usefulness of the data, such as final primary payer and diagnoses, may not be available at discharge or the payer may change, the HCA allows four to six weeks to facilitate submission of clean and accurate data. Thus, discharges occurring in January are not due to the vendor until mid-March. The current vendor notifies the HCA of the number of records received, and whether this matches the number on the cover sheet that accompanies the hospital's submission. The vendor conducts record level edits and notifies the hospitals within two weeks of receipt of data which records have been rejected and which have been flagged, and why by creating a set of standard reports delivered via a secure web site in Adobe PDF format. The hospital is expected to resubmit rejected or corrected records with its next batch. Hospitals upload their batches of records to the current vendors secure web site or, submit them on computer diskette or on CD.

Records are extracted from the EDI submission file with the vendor's software programs and added to a master data file in SAS format (See Exhibit II - SAS Proc Contents output for Master and Tail Files). Once accepted records CMS DRG, MDC, DRG weight are applied to the records. Edits and programs are also run to identify and exclude duplicate records, "roll-up" time-series bills (bills for a partial period of a patient's stay) to a single record for the entire stay, and flag records considered to be analytic records (original submission records are retained and most will be analytic records, others may be combined into a new record which is flagged as the analytic record). These programs and edits take into account such record characteristics as bill type, occurrence span dates, admission dates, discharge dates, missing records as indicated by the presence of records prior to and subsequent to a missing record's time period. Further edits are described within Exhibit III ("Edit Checks"). The records are reformatted to a SAS dataset added to the master file with many fields, some data is kept in a "tail file" if the number of revenue codes exceeds those available in the master file. Copies of the updated Master file in both SAS and ASCII, comma delimited text format are shipped to the HCA each week. The files are loaded into an Oracle database and accessed with SAS, SAS Enterprise Guide, SPSS, and Crystal Reports by HCA analysts.

Historically, a file has been finalized on a calendar year basis and closure has been delayed at times to obtain missing data and allow corrections of erroneous data. Efforts are being made to finalize data on a calendar quarterly basis.

Hospitals are also asked to submit on a survey form the actual numbers of discharges by Medicare provider number, by month, by bill type, by payer category, by bill type in order to assess the completeness of their data submissions. Hospitals are also scheduled to be provided with a data file containing their data with certain key fields on a quarterly basis for their use in assessing if any records are missing or incorrect.

Currently two full time analysts are employed by the HCA to receive data from the current vendor, assist hospitals with data submission requirements, create reports and fulfill data requests using the data. They utilize SAS and SPSS connecting to Oracle 10g databases. The current vendor provides help desk support for hospitals and the HCA, a web site for secure file transfers; SAS programs to process the data and applies CMS DRG and an HSS APS-DRG groupers to the data.

Currently, approximately 312,000 hospital inpatient discharge records are submitted annually. These include acute care, long term care, rehabilitation, and psychiatric records. Outpatient records are not currently collected but are estimated to amount to 1.1 million ED visits and 3 million other visits at hospitals in the state each year.

The HCA has not collected outpatient data due to cost issues and a desire to improve the quality, completeness, timeliness, and efficiency of inpatient data collection first. Annual estimates of WV hospital outpatient visits include a little over 1 million Emergency Department (ED) visits and 3 million visits of other types including diagnostic services such as lab and imaging services (primarily), outpatient surgery, renal dialysis, and other services.

The HCA would like to begin collection of outpatient data and is soliciting proposals for this activity as an optional service in this RFP. It would be most useful to collect information on outpatient surgery, cardiac catheterization, and ED visits initially.

Systems

Dell 6650 Power Edge Server with Quad 2 GHz. processors, 8 GB RAM, and mirrored 16 GB operating system drives with an EMC fiber optic attached EMC RAID level 5 Network Attached Storage (NAS) device. The EMC unit has 15 each 156GB 15,000 RPM drives that are allocated 600 GB to the COGNOS installation on a second Dell 6650 Server and 900 GB to the Oracle 9i installation that houses the claims database schema. The operating system for both servers is Windows 2003 Enterprise Edition w/SP1. The server is connected externally through a CISCO PIX 515E Firewall and Cisco 3600 Router to a Data-Smart 656 DSU. All servers connect to the network via 3Com Gigabit switches and the network has a Gigabit copper wire and XRN Fiber backbone. Our internet access provider is MCI (UUNET) and we have a full T1 circuit. Power is maintained with a Symetra Power Array un-interruptible power supply capable of providing 2 ½ hours of power with sequential shutdown and alert notification. Backup and data transfer devices include a rack mounted 32 tape MSL5000 HP Storage Library and a Fujitsu M2488E Tape unit. Backup software consists of VERITAS Backup Exec Enterprise Edition Version 10d and NovaStor. The network runs Active Directory in native mode, all servers are a version of Windows 2003 and all desktops are Windows XP. All workstations that access our database servers also have Gigabit connectivity. We operate 10 additional servers for things such as websites, Exchange 2003,

SharePoint etc. We also run a Checkpoint firewall on a hardened UNIX server and we utilize Tripwire Intrusion Detection software. We provide and collect data via a secure Share Point Portal with a Verisign certificate.

Web-Site Capability

HCA maintains a Web-Site through which hospital discharge data are disseminated through an Interactive Query feature called "Health-IQ". Cell sizes less than 30 are suppressed to preserve valid sample sizes and to protect privacy.

Contact Person: Upon award a project manager will be designated for this project by the HCA who shall be the primary contact for the successful bidder.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The WVHCA wishes to obtain systems, software and/or services to continue and improve the ongoing collection, editing, cleaning and reconciliation of inpatient hospital discharge electronic billing data from hospitals within West Virginia; apply groupers and appropriate labels or classifications to the data; and, optionally, expand the collection of data to include outpatient hospital data and ambulatory surgery center data. Also, to optionally obtain other related data management and analytic services. Business models to accomplish these goals may include: services provided by the vendor directly; or, turn-key software solutions provided by the vendor to the HCA; or, custom software applications, programming services, and support provided by the vendor to the HCA; or, a combination of the above or other solutions provided by the vendor to the HCA.

SCOPE OF WORK

- 3.1.1 **Data Collection.** Vendor **SHALL** propose methods to collect, edit, clean and maintain hospital inpatient discharge data from West Virginia hospitals:
- 3.1.1.1 Vendor **SHALL** propose methods to collect and process inpatient uniform billing (UB) data for West Virginia hospitals provided in electronic files on various, then standard, storage media in the format(s) then currently approved by the WV HCA **(See Exhibit I)**
- 3.1.1.2 Vendor **should** propose methods to continue collection of data via secure web-based systems and collection and distribution of related files and reports in various formats to and from HCA and data submitters.
- 3.1.1.3 Vendor **should** propose methods to enter records manually or by file uploads into local software clients or secure web-based systems.
- 3.1.1.4 Vendor **should** propose methods to accept data in the current HCA approved format until further notice.
- 3.1.1.5 Vendor **should** propose or negotiate changes to the submission format, and/or additional fields to be collected and may propose or negotiate other formats for data collection subject to approval by the HCA.

- 3.1.1.5.1 Such proposals **may** include flat file formats with fixed field positions, relational database tables, ANSI X12 837 formats, formats used for similar data collection activities in other states, or other formats.
- 3.1.1.6 Vendor **should** propose ways to implement useful changes to data submission formats and methods and to use different submission formats concurrently if approved by HCA.
- 3.1.1.7 Vendor **SHALL** agree to implement new formats, fields, and edits, procedures and reports within 30 days or as approved by the HCA or provide HCA the capability to do so if approved by HCA.
- 3.1.1.8 Vendor **should** propose methods to securely transfer files electronically from provider to vendor, provider to HCA, and from vendor to the HCA as required by HCA.
- 3.1.1.9 Vendor **SHALL** continually evaluate and recommend efficiencies and quality improvements in data collection and implement these methods as approved by the HCA.
- 3.1.1.10 Vendor **should** propose methods, procedures, and processes such that within sixty (**60**) days of contract award or a subsequent implementation date as specified by HCA, the inpatient UB data submitted by West Virginia hospitals or their designated agents is successfully collected, edited, cleaned and processed in a secure electronic manner and this process is tested. Actual implementation dates of the data collection **SHALL** be determined by the HCA.
- 3.1.1.11 The vendor **should** propose a simple, efficient mechanism (or mechanisms), preferably electronic and preferably on-line via a secure Internet connection, for the submission or resubmission, and editing of UB records (including small numbers of UB records). Mechanism(s) approved by the HCA **SHALL** be implemented within sixty (**60**) days of contract award, or a by subsequent implementation date specified by the HCA.
- 3.1.1.12 The vendor **SHALL** propose methods to provide to the HCA a cleaned, edited final Uniform Billing master file for each time period (quarter year, calendar or fiscal year) within thirty (30) days of the data submission deadlines as established by the HCA in a secure electronic format and additional cleaned, edited master files on demand in SAS formats (or propose acceptable substitutes) and in formats acceptable for import into HCA's then current Oracle database, or other, then current software.
- 3.1.1.13 Vendor **may** propose changes to SAS file formats and fields and vendor may propose other file formats including but not limited to relational data file formats. Proposed formats for the master file provided to HCA must also be converted to formats which can be easily imported into SAS data sets.
- 3.1.2 **Data Quality, Cleaning, Corrections and Reconciliations**
- 3.1.2.1 The vendor **SHALL** utilize current edits as described in Exhibit III – "Edit Checks" unless and until approved for modification by HCA.

- 3.1.2.2 Vendor **should** propose on-line data editing capability at the time of data submission to allow data submitters to detect and correct errors in batches of uploaded data at the time of the upload to include an error report generated when a batch is uploaded. Users **should** be able to view and change the data for any of the records in the batch. After making changes users **should** be able to rerun an error report, or submit the batch for incorporation into the master database.
- 3.1.2.3 The Vendor **should** propose methods to allow data submitters or the HCA to view and edit previously submitted data to make corrections or updates to the data if approved by the HCA.
- 3.1.2.4 The vendor **SHALL** propose, negotiate and apply additional edits over the duration of the contract as approved by the HCA to the submitted data to identify errors, omissions, unusual values, events and changes in trends in the data.
- 3.1.2.5 Vendor **SHALL** propose methods to implement new or revised edits within 30 days of approval of edits by the HCA.
- 3.1.2.6 The vendor **SHALL** review current HCA UB data editing standards and propose changes or additions to improve the standards as well as promote compatibility with AHRQ/H-CUP and other recommendations of national organizations within sixty (60) days of contract award and on an ongoing basis over the duration of the contract.
- 3.1.2.7 Vendor **should** propose data cleaning techniques and procedures to be implemented, including but not limited to:
- 3.1.2.7.1 Methods to identify various categories of providers and care settings such as long term care records, swing bed care records, psychiatric units/facilities, long term acute care, and rehabilitation generally following National Uniform Billing Committee and Medicare guidelines;
 - 3.1.2.7.2 Methods to identify and appropriately identify and/or possibly flag or exclude duplicate records;
 - 3.1.2.7.3 Methods to aggregate time-series bills (bills for a partial period of a patient's stay) to a single record for the entire stay;
 - 3.1.2.7.4 Methods to flag records considered to be analytic records taking into account such record characteristics as bill type, occurrence span dates, admission dates, discharge dates, missing records as indicated by the presence of records prior to and subsequent to a missing record's time period (in general, original submission records have been retained and most will be considered analytic records, others may be combined into a new, aggregate record which is flagged as the analytic record);
 - 3.1.2.7.5 Methods to properly replace or update previously submitted records with corrected records;

- 3.1.2.7.6 Methods to otherwise properly prepare accurate representations of the billing record for each patient within the period of data collection and/or the patient's stay;
- 3.1.2.7.7 Methods which allow for an audit trail of additions, changes, deletions where appropriate.
- 3.1.2.7.8 Methods to otherwise apply generally accepted industry adjudication criteria to billing records.
- 3.1.2.8 Vendor **should** propose techniques and procedures to assess and confirm the accuracy, completeness, quality, appropriateness, and reasonability of the data submitted. These should include validation with other sources of information on utilization either extant or to be developed, as well as statistical techniques and criteria used in similar data collection projects.
- 3.1.2.9 Vendor **should** propose methods to delete and/or re-load data if problems are identified including how to handle small numbers of errors (less than 100 corrections needed) and large numbers of errors (more than 100 corrections required).
- 3.1.3 **Operational Reporting:** Vendor **should** propose reports and notifications to be provided to hospitals and to the HCA describing data quality and completeness. Any reports provided by vendor **should** be provided securely in useful electronic formats (e.g. some reports may be more useful in MS Excel format so that the detail lines and columns of the reports may be sorted and grouped for analysis).
 - 3.1.3.1 Examples of reports to be proposed **should** include, but not be limited to:
 - 3.1.3.1.1 Data Quality and Completeness Reports, Detailed and Summary;
 - 3.1.3.1.2 Submissions Management Reports ;
 - 3.1.3.1.3 Report of Rejected Discharges not Corrected and Resubmitted Over Time;
 - 3.1.3.1.4 Data Item-Specific Reports;
 - 3.1.3.1.4.1 Quarterly Data Reconciliation Reports;
 - 3.1.3.1.4.2 Administrative and Accounting Reports;
 - 3.1.3.1.4.3 And, Period end reports (which promote reasonableness testing for data validation) by quarter and/or year such as multi-period frequency distributions of per cent payer-mix by age for product service line, charges, length of stay, DRG, and discharge status.
 - 3.1.3.1.4.4 Vendor **should** provide samples of the above report formats if currently available.
 - 3.1.3.2 The vendor **should** propose methods to notify the hospitals or their designated agents of unacceptable records and those which failed edit checks within three

(3) working days of the receipt of the records by the vendor, and to identify each record and the reason(s) for its rejection.

3.1.3.3 The vendor **should** propose ways to assure that the HCA data submission manual (See Exhibit I) is consistent with then current UB standards, adapted if necessary with HCA approval, and distributed to the interested parties at each hospital in electronic format and hard copy if requested.

3.1.3.3.1 The data submission manual **should** include, but not be limited to:

3.1.3.3.1.1 Data Submission Options;

3.1.3.3.1.2 File Format Options;

3.1.3.3.1.3 File Layout;

3.1.3.3.1.4 Instructions for the fields (e.g. pay source, bill type, patient identification number)

3.1.3.3.1.5 Web-based Systems Documentation;

3.1.3.3.1.6 Edit criteria;

3.1.3.4 The vendor **should** propose methods to provide a reporting system summarizing such relevant items for the time period: number of records received; identified problems with data or submission; number of failed edits; updated fields and other relevant information necessary to communicate the data collection and verification activity to the HCA with its weekly updates. Vendor **should** provide the report, or access to the reports to the HCA in a secure, electronic format.

3.1.3.5 The vendor **should** propose useful reports of the contents of the master files for the HCA, to be generated at a minimum, each week.

3.1.3.6 The vendor **should** propose useful and efficient weekly summary and detail reports to be inform the HCA of completeness and acceptability of the data, errors, numbers and types of discharges accepted, all listed by facility, by month, for all open data collection periods to the HCA. Reports **should** highlight changes in submission patterns, trends in data quality and completeness, and indicate where the values of fields have changed from previous trends.

3.1.3.7 The vendor **should** propose and submit other reports with the approval of the HCA which provide a clear understanding of any submission or processing problems to the HCA.

3.1.4 **Adjustment Factors, Groupers and Other Coding**

3.1.4.1 The vendor **SHALL** propose methods to maintain an updated crosswalk file relating zip codes to counties based upon then current US Postal Service information and to maintain historical changes over at least ten (10) years in order to assign county of residence with reasonable accuracy for patients based upon the zip code of their address.

- 3.1.4.2 Vendor **may** propose additional fields be collected (e.g. full address or county as determined by facility). Vendor may propose methods to geo-code addresses for use in GIS products such as ESRI ArcView.
- 3.1.4.3 Vendor **should** propose methods to assign then current appropriate groupers and adjustment factors such as grouper codes and case weights for Centers for Medicare and Medicaid (CMS) Diagnosis Related Group (DRG) or subsequent revisions (e.g. new versions or new groupers such as APR-DRG), major diagnostic categories (MDC) and the following within reasonable timeframes:
- 3.1.4.3.1 All-Payer Severity-Adjusted Diagnosis Related Group (APS DRG) and/or appropriate substitutes (e.g. APR-DRG);
- 3.1.4.3.2 Other grouper(s) implemented by CMS;
- 3.1.4.3.3 And, for hospitals or hospital units other than acute care hospitals, such as: rehabilitation; psychiatric; long-term acute care; and skilled nursing facility/unit, the vendor **should** assign the appropriate CMS grouper or other algorithm necessary to assign the proper CMS codes or values for payment category, resource utilization, intensity of service, relative weight and severity of illness within reasonable timeframes.
- 3.1.4.4 Vendor **should** propose methods to apply other appropriate and useful groupers and classifications and/or factors used by CMS, or developed by others, to categorize payment, severity of illness, risk of mortality, and intensity of service to be applied to the records and, if approved by HCA, apply these to the records within reasonable timeframes.
- 3.1.4.5 Vendor **should** propose methods to calculate expected payment amounts for the payer indicated as the primary insurer on the record.
- 3.1.4.6 Vendor **should** propose methods to estimate the cost of the charges on the record from the perspective of the provider (e.g. utilizing hospital specific, cost center mapping to revenue code specific cost-to-charge ratios, or other models).
- 3.1.4.7 Vendor **should** apply payer classifications and payer grouping codes as used or as approved by HCA (see Exhibit I).
- 3.1.4.7.1 Vendor **should** propose and negotiate other payer classifications, coding schemas and groupings useful for analysis with consideration of the needs of HCA, AHRQ/H-CUP, researchers and interested parties. Note: please refer to H-CUP website for State Inpatient Database (SID) and National Inpatient Sample (NIS) documentation.
- 3.1.4.8 Vendor **should** propose methods to create appropriate values for useful and convenient calculated fields in the master files and may propose additional fields (e.g. day of week of admission/discharge, age group cohort, days in intensive care, flags for NICU or NICU days).

3.1.4.9 Vendor **should** propose methods to group and code outpatient data and apply appropriate, then current labels to codes within the data (e.g. HCPCS codes and Ambulatory Payment Classifications - APCs) contingent upon the HCA accepting proposals for optional services for outpatient data acquisition.

3.1.5 **Security and Privacy**

3.1.5.1 Vendor **SHALL** agree to protect all data from any use, release or disclosure for any purpose other than that described within this proposal or expressly authorized by HCA.

3.1.5.2 The vendor **should** describe how it will protect the confidentiality of the data including:

3.1.5.2.1 Physical security of the data;

3.1.5.2.2 Web security;

3.1.5.2.3 Media and data storage;

3.1.5.2.4 and, Personnel access and privacy and security training.

3.1.5.3 The vendor **SHALL** propose a back-up plan for the data to assure survival and recovery in case of a disaster. Daily back up is preferred.

3.1.5.3.1.1 The vendor **SHALL** propose a general disaster recovery plan.

3.1.5.3.1.2 The vendor **SHALL** develop and provide a copy of a detailed disaster plan to the agency within thirty (30) days of contract award; and,

3.1.5.3.1.3 The vendor **SHALL** certify that this plan has been tested and proven effective within sixty (60) days of contract award.

3.1.5.4 The vendor **should** describe its current anti-virus and intrusion detection software and implementation status.

3.1.5.5 The vendor **should** provide secure, electronic access to the UB data by designated HCA staff members throughout the contract period if the vendor proposes to store the data exclusively at the vendor's work site.

3.1.6 **Training and Technical Support**

3.1.6.1 Vendor **should** propose methods to provide training and technical assistance as requested.

3.1.6.2 The vendor **should** propose adequate training on software systems and procedures for HCA staff and data submitters before changes in procedures occur and refresher training sessions as needed.

3.1.6.3 Vendor may propose methods of training including any or all of the following:

3.1.6.3.1 On-site, in person;

- 3.1.6.3.2 Web-based live interactive teleconferences or pre-recorded presentations;
- 3.1.6.3.3 Teleconferences,
- 3.1.6.3.4 And, Computer Based Training;
- 3.1.6.4 Vendor **should** propose methods to provide live help desk support by telephone for at least eight (8) hours per day during daytime business hours, five days per week excluding WV State holidays.
- 3.1.6.5 The vendor **should** provide a documentation manual to HCA in a current Microsoft Word format which describes data collection procedures, edits to the data, file formats and operational details necessary for HCA staff to understand and communicate necessary details and information about the process to data submitters.
- 3.1.6.6 The vendor **should** propose how it will provide and promote project continuity by working with previous and future vendors under the terms and conditions defined by the HCA.
- 3.1.6.7 The vendor **SHALL** agree to work with the current vendor to assure a timely, accurate and complete transition of the UB data processing operations.
- 3.1.6.7.1 The vendor **SHALL** agree to cooperate with the HCA and any subsequent vendor should the contract, which is the subject of this RFP, be terminated and deliver any and all electronic files, documentation, and associated work products to the HCA within thirty (30) days of receipt of notice of contract termination.
- 3.1.7 **Experience and Capability**
- 3.1.7.1 Vendor **SHALL** provide specific technical specifications for any specific operating systems, hardware, software and data structures to be used, acquired, or created in the project.
- 3.1.7.2 The vendor **SHALL** have or acquire any necessary hardware and software to perform all tasks vendor proposes to perform in fulfillment of mandatory requirements and to meet all applicable timeframes set forth in this RFP.
- 3.1.7.3 The vendor **SHALL** specify the operating systems, data base systems, hardware, software, software packages to be used in the project, and **should** provide a timeline and a high level work plan consistent the timeframes contained in the RFP.
- 3.1.7.4 The vendor **should** have directly applicable experience obtained within the last three (3) years in collecting and processing Uniform Billing data and describe the nature of this experience.
- 3.1.7.5 Vendor **should** provide at least three (3) references for clients for work similar to the scope of this RFP.

- 3.1.7.6 Vendor **should** submit a copy of its most recent fiscal year audited financial statement.
- 3.1.7.7 In order to assure that the potential vendor's core business and expertise involves the services being requested, no more than 15% of the total value of this project may be subcontracted.
- 3.1.7.8 The vendor **should** describe how the HCA project would be staffed and provide an organizational chart, identifying the individuals who would be assigned to the HCA project.
- 3.1.7.9 The vendor **should** provide the qualifications of the technical staff and administrative personnel to be assigned to the HCA project.
- 3.1.7.10 The vendor **should** identify any subcontractors who would provide services under the project, specify such services, and should provide the subcontractors' qualifications to provide such services.
- 3.1.7.11 The vendor **should** provide copies of any agreements with subcontractors that would be applicable should HCA contract with the vendor for this project.
- 3.1.7.12 The vendor and any applicable subcontractor **should** provide the names, addresses and phone numbers for three (3) references from entities to which it has collected and processed UB data within the past five (5) years which the HCA may contact.
- 3.1.7.13 In order to identify any potential conflicts of interest, the vendor **SHALL** identify any alliances it has with other hardware, software or service providers.
- 3.1.7.14 The vendor **SHALL** identify any entity under whose control it operates.
- 3.1.7.15 The vendor **SHALL** agree that all data and any software or custom software code developed to fulfill the contract requirements be the sole property of the HCA.
- 3.1.7.16 Vendor **should** provide a high level work plan including proposed timelines, resources and personnel requirements for vendor, agency and any other individuals or vendors involved, to implement proposed methods and to assure an orderly continuation of data collection and processing at the end of the current contract and at the termination of any subsequent contract award.
- 3.1.7.17 At the request of HCA, Vendor's representatives with relevant qualifications and expertise **SHALL** attend on-site meetings at the HCA or locations with West Virginia as designated by HCA in order to implement services, training, and related implementation planning.
- 3.1.7.17.1 In addition, vendor's representatives with relevant qualifications and expertise **SHALL** participate in conference calls, web based communication activities, or other dialogues with HCA, data submitters, and other interested parties as requested by HCA.

3.2 OPTIONAL SERVICES:

The vendor may submit written plans and associated costs for the optional services that follow. The Agency shall have the option in each case whether to accept any or all optional services at any time during the term of the contract and all extensions.

- 3.2.1 Vendor **may** propose methods to obtain and reformat hospital inpatient data from other states for integration with HCA data as requested.
- 3.2.2 The vendor **may** propose to develop useful "Public Use Database files" and files for AHRQ/H-CUP.
- 3.2.3 The vendor **may** propose software tools for use of such files to be made available on the agency's website and/or under data use agreements which comply with HCA and State privacy policies and requirements;
- 3.2.4 The vendor **may** propose methods to fulfill customer requests for billing data as requested by the WVHCA in accordance with then current WVHCA policies and procedures;
- 3.2.5 Vendor **may** propose to provide training and programming services for SAS, SAS software products and integration of SAS software products with other technologies such as Microsoft .NET, Oracle, and COGNOS for data analysis, presentation and dissemination for a fixed hourly and/or per diem rate inclusive of travel and other related expenses.
 - 3.2.5.1 Vendor **should** list relevant experience with products mentioned, programming, and training for any services proposed.
- 3.2.6 **Outpatient Data:** Vendor **may** propose methods to identify, collect, edit, clean and maintain hospital outpatient discharge or visit data from West Virginia hospitals, and other relevant providers, and provide separate cost information for each category of data below in their cost proposals (to be submitted separately):
 - 3.2.6.1 Emergency Department data;
 - 3.2.6.2 Outpatient surgery data from hospitals;
 - 3.2.6.2.1 And outpatient surgery centers;
 - 3.2.6.3 Outpatient observation stays;
 - 3.2.6.4 Outpatient diagnostic and therapeutic hospital services,
 - 3.2.6.4.1 And non-hospital based outpatient diagnostic and therapeutic services;
 - 3.2.6.5 Outpatient physician office visits or other types of hospital outpatient services,
 - 3.2.6.5.1 And non-hospital based physician office visits or other types of outpatient services.

- 3.2.6.6 Vendor **may** propose methods to apply appropriate and useful groupers and classifications and/or factors used by CMS or others to categorize payment, severity of illness, relative weight and intensity of service to the outpatient records.
- 3.2.6.7 The vendor **may** propose how to perform pilot testing and implementation of outpatient data collection.
- 3.2.6.8 The vendor **may** propose software tools, systems or products to analyze the outpatient data.
- 3.2.6.9 The vendor **may** propose methods and systems to link the inpatient and potentially the outpatient data with other major data sources, such as the CMS data files, and the ARC Area Resource File.
- 3.2.6.10 The vendor and any applicable subcontractor should provide references from clients for whom it has collected/processed outpatient data or performed any of the optional services.
- 3.2.6.11 The vendor **may** propose methods to address the issues of data quality, cleaning, corrections and reconciliations, applying adjustment factors, groupers and other coding to the outpatient data similar to those discussed under inpatient data collection in the preceding sections.
- 3.2.7 **Analytic Reports:** Vendor **may** propose methods to provide useful analytic reports and/or interactive tools to analyze the data sets.
- 3.2.7.1 Examples of analytic reports or reporting tools/systems and report or system specifications **should** be provided.
- 3.2.7.2 The vendor **may** propose methods to provide **ad hoc reporting capability** to the HCA to address occasional and special data needs of the agency.
- 3.2.7.3 The vendor **may** propose methods to generate standard reports for the HCA containing analytic data on at least an annual and/or quarterly basis to address such topics including, but not limited to:
- 3.2.7.3.1 Provider market share analysis by county, zip code, or other geographic area;
- 3.2.7.3.2 Listing of providers and the percentage of patients originating from various counties as a percentage of the provider's admissions to as a percentage of the population of admissions from a particular county.
- 3.2.7.3.3 The number of cardiac catheterizations by ICD9 code performed by each provider broken down by county of patient origin.
- 3.2.7.4 Vendor **may** propose to generate the reports or provide tools or software code with which the Authority may produce the reports.
- 3.2.7.5 Any reports proposed by vendor **SHALL** be made available in useful electronic formats including Adobe Portable Document Format (PDF), Excel, and ASCII Text files if requested and approved by HCA within thirty (30) days after the data collection period is closed by the HCA.

- 3.2.7.6 Vendor **may** propose analytic reporting tools to be provided or to be acquired separately by the authority.
- 3.2.7.7 The vendor **may** propose methods to generate reports, containing analytic detail, and interactive data sets from the UB data to be distributed in a secure, electronic format to the HCA within 30 days after the close of a data collection (deadline for last data submission) period for a calendar period (usually calendar year or quarter).

3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds:* Not required.

3.3.2 *Insurance Requirements:* Not required.

3.3.3 *License Requirements:* Not required.

3.3.4 *Litigation Bond:* Not required.

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

The proposal should be formatted in the same order, providing the information listed below:

Title page - Should 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 and page number.

Section I Data Collection

Responses to the specification **3.1.1 et seq.**

Section II Data Quality, Cleaning, Corrections and Reconciliations and Operational Reporting.

Responses to the specifications **3.1.2 et seq. and 3.1.3 et seq.**

Section III Adjustment Factors, Groupers and Other Coding

Responses to the specifications **3.1.4 et seq.**

Section IV Security and Privacy

Responses to the specifications **3.1.5 et seq.**

Section VI Training and Technical Support

Responses to the specifications **3.1.6 et seq.**

Section VII Experience and Financial Stability

Responses to the specifications **3.1.7 et seq.**

Section VIII Required Documents.

Vendor shall include the No Debt Affidavit and the WV-96 Agreement Addendum.

Section IX Optional Services.

Responses to the specifications **3.2 et seq.**

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

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 and 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:

4.3.1	Data Collection. (3.1.1 et seq.)	10
4.3.2	Data Quality, Cleaning, Corrections and Reconciliations (3.1.2 et seq. and 3.1.3 et seq.)	15
4.3.3	Adjustment Factors, Groupers and Other Coding (3.1.4 et seq.)	12
4.3.4	Security and Privacy (3.1.5 et seq.)	5
4.3.5	Training and Technical Support (3.1.6 et seq.)	4
4.3.6	Experience and Financial Stability (3.1.7 et seq.)	4
4.3.7	Oral Presentation	9
4.3.8	Optional Services (3.2.1 – 3.2.5.1)	3
4.3.9	Outpatient Data (3.2.6 et seq.)	5
4.3.10	Analytic Reports (3.2.7 et seq.)	3
4.3.11	Cost	30
4.3.12	Total points possible	100

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum Acceptable Score (MAS):

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

Price of Proposal being evaluated

4.4 **Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible (if doing 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.

4.5. **Cost Proposal Format/Bid Sheets**

Vendor must include, in the format represented per Attachment I, the costs associated with this procurement.

Attachment I

COST PROPOSAL

The Cost Proposal must be provided separately from the Technical Proposal in a separate sealed envelope. **Costs quoted shall be all-inclusive. No separate reimbursement will be made to the vendor for training, travel or any other expenses.**

RFP MANDATORY and OPTIONAL REQUIREMENTS:

Mandatory Services (See Section 3.1):	Cost
A. Total All-Inclusive Cost for First Year Mandatory Items	\$
B. Total All-Inclusive Cost for Second Year Mandatory Items	\$
C. Total All-Inclusive Cost for Third Year Mandatory Items	\$
Grand Total of Mandatory Items in A, B and C above. (This is the only cost line that will be scored.)	\$
Pricing for Optional Services. (Cost for optional services will not be included in the Cost Score.)	
3.2.1 Reformat hospital inpatient data from other states for integration with HCA data as requested (quoted as per state, per year)	\$ per state, per year
3.2.2 Develop "Public Use Database Files (PUF)" and files for AHRQ/H-CUP	\$ per year
3.2.3 Software tools for use of PUF files to be made available on the agency's website as requested.	\$ per year
3.2.4 Fulfill customer requests for billing data as requested by the WVHCA in accordance with then current WVHCA policies and procedures; \$ _____ per data request.	\$ per data request

3.2.5 Training and programming services specifically for SAS, SAS software products and integration of SAS software products (all inclusive; no separate amounts allowed for travel):	\$ _____ per Diem
3.2.6 Total All-Inclusive Costs for Outpatient Data collection, editing, reconciliation, cleaning, application of groupers and coding adjustments quoted <u>PER YEAR</u> for the following except where indicated below (number references RFP section number).	
3.2.6.1 Emergency Department data: \$ _____ PER YEAR	\$ Per year
3.2.6.2 Outpatient surgery data from hospitals: \$ _____ PER YEAR	\$ Per year
3.2.6.2.1 Outpatient surgery data from outpatient surgery centers:	\$ _____ Per record; Not to exceed \$ _____ per year
3.2.6.3 Outpatient observation stays: \$ _____ PER YEAR	\$ Per year
3.2.6.4 Outpatient diagnostic and therapeutic Services:	\$ Per year
3.2.6.4.1 Non-hospital based outpatient diagnostic and therapeutic services:	\$ _____ per encounter record, not to exceed \$ _____ per year.
3.2.6.5 Outpatient physician office visits or other types of hospital outpatient services:	\$ Per year.

<p>3.2.6.5.1 Non-hospital based outpatient physician office visits or other types of outpatient services:</p>	<p>\$ ____ per record, not to exceed \$ _____ per year.</p>
<p>3.2.7 (et seq.) Analytic Reports</p>	<p>\$ _____ per report if run by vendor.</p>
<p>3.2.7 (et seq.) Analytic Reports Creation of report template or software programming code for re-use by HCA.</p>	<p>\$ _____ per report or per report template.</p>
<p>3.2.7 (et seq.) Analytic, interactive software reporting tools furnished by vendor. Total First Year Cost for analytic software reporting tools.</p>	<p>\$</p>
<p>Total Second Year Cost for analytic software reporting tools.</p>	<p>\$</p>
<p>Total Third Year Cost for analytic software reporting tools.</p>	<p>\$</p>

A F F I D A V I T037**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: _____