



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
MCH70445

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/10/2006				

BID OPENING DATE: **09/29/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR PROPOSAL OPEN-END BLANKET CONTRACT		
				THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR (DHHR) THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR PUBLIC HEALTH, OFFICE OF MATERNAL, CHILD AND FAMILY HEALTH, TO PROVIDE THE ADMINISTRATION OF THE CENTRAL FINANCE OFFICE OPERATION FOR THE WV BIRTH TO THREE SYSTEM, PER THE ATTACHED REQUEST FOR PROPOSAL.		
				PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1) WV-96 AGREEMENT ADDENDUM 2) AFFIDAVIT 3) RFP# MCH70445 SPECIFICATIONS 4) COST PROPOSAL SHEET 5) APPENDIX A 6) APPENDIX B 7) APPENDIX C 8) APPENDIX D		
0001		MN		ADMINISTRATOR/MANAGER		
				964-04		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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**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



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BID OPENING DATE: 09/29/2006 BID OPENING TIME 01:30PM

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REQUEST FOR PROPOSAL						
<p>THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR PUBLIC HEALTH, OFFICE OF MATERNAL, CHILD AND FAMILY HEALTH IS SEEKING PROPOSALS FOR ADMINISTRATION OF THE CENTRAL FINANCE OFFICE OPERATIONS FOR THE WV BIRTH TO THREE SYSTEM, PER THE ATTACHED REQUEST FOR PROPOSALS.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FRIDAY, SEPTEMBER 8, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>***** PLEASE NOTE THAT A BID BOND IS REQUIRED WITH THE TITLE PAGE OF THE BIDDER'S PROPOSAL. *****</p>						

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<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 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 I 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 HEAQUARTERS 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</p>						

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<p>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> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF</p>						

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<p>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 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 PURCHASIN DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ MCH70445 ***** TOTAL: _____						

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AGREEMENT ADDENDUM

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

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

REQUEST FOR PROPOSAL

Department of Health and Human Resources
Office of Maternal, Child and Family Health
WV Birth to Three

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, Bureau for Public Health, Office of Maternal, Child and Family Health, hereinafter referred to as "Agency", to provide the administration of the Central Finance Office operations for the WV Birth to Three System.

1.2 Project:

The purpose is to obtain administration of operations for the WV Birth to Three Central Finance Office, with responsibilities to include: 1) maintaining an integrated child data system that creates service authorizations based upon WV Birth to Three policies and procedures and the Individualized Family Service Plan process, 2) receiving and reconciling claims for delivered services against authorizations and preparing claims files for payment of local service practitioners, 3) preparing, submitting and reconciling fund recovery activities, 4) coordinating initial and ongoing practitioner enrollment and credentialing system including online service directory, and 5) providing reporting functions to meet State and Federal reporting requirements.

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:

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

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

- 1.5 **Vendor Registration:**
Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order/contract.
- 1.6 **Oral Statements and Commitments:**
Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.
- 1.7 **Economy of Preparation:**
Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 1.8 **Labeling of RFP Sections:**
The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.
- 1.8.1 *Mandatory Requirements.*
The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.
- 1.8.2 *Contract Terms and Conditions:*
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 seven (7) 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: RW-22
Req#: MCH70445
Opening Date: 9/29/2006
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.....	<u>08/18/2006</u>
Vendor's Written Questions Submission Deadline.	<u>09/08/2006</u>
Scheduled Vendor Prebid Conference	<u>08/29/2006</u> <u>at 1:00 pm</u>
Addendum Issued in Response to Questions.....	<u>09/15/2006</u>
Bid Opening Date	<u>09/29/2006</u>

1.17 Prebid Conference: A pre-bid conference will be held at 350 Capitol Street, Room 427 on the following date and time: 08/29/2006 at 1:00 pm.

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 four (4) 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:

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:

According to West Virginia State Code §5A-3-4(8), Vendor agrees to the following:

1. For Startup and Transition, damages shall be assessed at a rate of \$500 per day for failure to meet mutually agreed upon work plan deadlines and deliverables.
2. For Operations and Maintenance, the Agency may withhold 10% of the monthly operations and maintenance fee until the vendor is in compliance with contract requirements.

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:

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

2.2 Background:

The Department of Health and Human Resources (DHHR) is the lead agency responsible for implementation of Part C of the Individuals with Disabilities Education Act (IDEA) in West Virginia. Administered in the Office of Maternal, Child and Family Health, WV Birth to Three is an interagency system for providing Part C early intervention services for eligible children and families. Eligible infants, in accordance with State policy, include children under the age of three who have developmental delays, established medical conditions or multiple risk factors that will result in delay. The WV Birth to Three early intervention system is family centered and community based, and implemented in accordance with Part C of IDEA.

The WV Birth to Three early intervention system was initiated in West Virginia in 1992. On December 1, 2005, the system's Federal child count report indicated that there were 2,642 children receiving Part C services and supports through Individual Family Service Plans (IFSPs). Under Federal regulations, the lead agency is responsible for assuring that all potentially eligible infants and toddlers are identified and provided appropriate services. It is estimated that at least 6,000 infants and toddlers may meet the eligibility criteria and be in need of services.

The WV Birth to Three System operates eight (8) Regional Administrative Units (RAUs). RAUs serve as the system point of entry, receiving the referral, gathering initial information from families, and coordinating the eligibility and IFSP process. RAUs develop and maintain each child/family's electronic and hard copy educational record. Through the integrated electronic system point of entry (SPOE) component of the data system, the RAU matches the family's selected practitioners to initiate the generation of electronic authorizations for evaluation/assessment and/or IFSP services. Data entered in each region is communicated daily to the Central Finance Office where it is electronically merged into a state level system providing the WV Birth to Three State office with access to updated information on an ongoing basis.

Federal regulations identify a minimum of 16 Part C early intervention services that the State must make available as appropriate to eligible children and families. Services for which an individual child and family may be eligible are determined through a multi-disciplinary team through a process that results in a legal document known as the Individualized Family Service Plan (IFSP). Part C early intervention services provided through WV Birth to Three are supported by Federal and State funds. Multiple funding sources may support the implementation of the IFSP.

Part C early intervention services are provided at the local level by qualified professionals enrolled through WV Birth to Three. WV Birth to Three is responsible for assuring that services are provided by individuals who meet the standards, licensing, certification, or registration requirements of their respective disciplines and are trained to support families to promote the development of infants and toddlers through participation in typical learning opportunities in natural environments.

WV Birth to Three is responsible for sixteen components of the Federal law (IDEA), including monitoring, data reporting, funding, Comprehensive System of Personnel Development, public awareness and child find, and interagency agreements. The integrated data system provides important information for responding to multiple Federal reporting requirements, and State oversight responsibilities.

The current RAU and enrolled service practitioner structure has been fully implemented since July 1, 2004. The Agency currently has a contract with Covansys, Inc. to administer the WV Birth to Three Central Finance Office responsibilities.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The successful vendor will develop or acquire, implement and operate the WV Birth to Three Central Finance Office (CFO), including hardware, software, and communications services to support all data collection and storage, reporting, tracking and financial functions associated

with child eligibility and Individual Family Service Plan (IFSP) information, practitioner enrollment, service directory, practitioner payments, and third party fund recovery (i.e. Medicaid, Title V, State and Federal Part C funds, SCHIP, private insurance, and family fees) associated with the WV Birth to Three system. CFO responsibilities shall include: 1) coordinating initial and ongoing practitioner enrollment and credential system including an online service directory with practitioner listings and availabilities and statewide email broadcasting system; 2) maintaining an integrated data system for the regional and state level that creates service authorizations based upon WV Birth to Three policies and procedures and the Individualized Family Service Plan process; 3) receiving and reconciling claims for delivered services against authorizations and preparing claims files for payment of local service practitioners; 4) preparing, submitting and reconciling fund recovery activities; and 5) providing reporting functions to meet State and Federal reporting requirements.

The successful vendor will be responsible for data conversion of all child/family records, practitioner enrollment records and tracking, claims payment and fund recovery data into comparable operating systems that meet the requirements of this Request for Proposals, within 60 days of award of contract. See Appendix A for System Operating Requirements.

3.2 Scope of Work:

3.2.1 Contract Requirements for Management and Operation of a Central Finance System

Successful vendor shall provide experienced personnel and all equipment necessary for the management and operation of the Central Finance System in accordance with the policies and procedures of the Office of Maternal, Child, and Family Health to include:

- ***Child Data System Including Authorizations (Part 3.2.1.1)***
- ***Claims Administration (Part 3.2.1.2)***
- ***Fund Accounting (Part 3.2.1.3)***
- ***Practitioner/Payee Enrollment and Credentialing (Part 3.2.1.4)***
- ***Operation and Reporting Functions (Part 3.2.1.5)***

3.2.1.1 Child Data System Including Authorizations

The vendor shall be responsible for providing CFO software that includes a Child Data System, including authorizations, as a distributed database to be used by each Regional Administrative Unit. The Child Data System will provide a common intake function for all children referred to the early intervention system regardless of their eligibility status. The component will include child and family demographic information, referral and eligibility data specific to each child, demographic information for the legal parent or guardian, diagnostic evaluation, service needs and some medical information.

Children may re-enter the system after a period of participation or may move from one location in the State to another. The data system must account for this potential duplication of the child's information within the system by allowing the child information to be re-entered and marked as a duplicate. Initial and ongoing diagnostic evaluations, resulting in continuation and termination of eligibility are to be tracked by the data system.

The regional database must include a record of each service identified on each of a child/family's Individualized Family Service Plans (IFSPs). The system must maintain a history for each child, of prior IFSP services and authorizations, including the dates, locations, and authorized practitioners for at least three years after the child's third birthday. The system must allow for some services to be authorized by the RAU prior to the development of the IFSP,

including evaluations/assessments, teaming and interpreter services. The IFSP is the authorizing document for IFSP Part C early intervention services. Service data from the IFSP is to be electronically transmitted to the CFO, providing identifying information for the child and family as well as service needs. Type of service, method, location, frequency and duration of service, and diagnosis are tracked.

3.2.1.1.1 The vendor will have hardware in place to receive daily electronic data transmissions from each of eight Regional Administrative Units (RAUs), via toll-free dial up lines or secure Internet connection, in accordance with requirements of the Family Educational Rights and Privacy Act (FERPA).

3.2.1.1.2 The vendor will track transmissions from the RAUs and provide reports to the Agency if an RAU has not communicated by any third business day.

3.2.1.1.3 The vendor will be responsible for consolidating the data from all RAUs into a single statewide database and making that data available to the Agency at least weekly.

3.2.1.1.4 The vendor will be responsible for providing the communications software necessary for moving the data from the local level to the single statewide database.

Description: Eight (8) Regional Administrative Units (RAUs) are established via grant through the WV Birth to Three System, serving as the entry point for all referred infants and toddlers. The RAUs are responsible for facilitating the eligibility and enrollment process for each referred child and family and for facilitating the completion of the initial IFSP. Ongoing information is submitted by service coordinators to the RAU for entry in the child's electronic record. The RAU is the only entity responsible for the day to day maintenance of the child's electronic record. The RAUs are the conduit for data to move from the local level to the Central Finance Office, where the data is consolidated into a single statewide data system.

The estimated number of child records to be processed through intake annually is six thousand (6,000). This number may vary with the State's identification of eligible children. The RAU will be required to have computer hardware meeting the specifications for running the local component of the integrated software system, b) modem dial-up capabilities and 3) an Internet Service Provider.

3.2.1.1.5 The vendor shall develop and implement software/communications system changes, as deemed necessary by collaboration with the Agency.

3.2.1.1.6 The vendor shall provide toll free Help Desk support for RAU implementation of software functions.

3.2.1.1.7 The vendor shall be responsible for printing and mailing or electronically transferring authorizations for each evaluation/assessment and/or direct service, to the local rendering service practitioners within two (2) days of receipt of electronic information from RAUs. Electronic transfer cannot be the only option for providing authorizations to service practitioners.

3.2.1.1.8 The value of the authorization, both in units and dollar amounts, is computed using an established rate table. The printed authorization will include the computed number of units, but not the computed dollar amount. The system will assure that local service practitioners will not be paid more than the maximum rate or total calculated amount of the authorization.

3.2.1.1.9 The data system will limit the authorizations for early intervention services to enrolled local service practitioners. Authorizations for evaluation/assessment and teaming will be linked to the child record in a similar manner, although they are not linked to the IFSP.

3.2.1.2 Claims Administration

The vendor shall be responsible for providing CFO software that includes a Claims Payment System with the following features. The Claims Payment System will be designed as a multi-user claims payment system, relying on authorizations generated from the Child Data System, and allowing data entry of paper claims and receipt of electronic claims in Health Insurance Portability and Accountability Act of 1996 (HIPAA) compliant format. The software shall be designed to pay claims submitted within 60 days of the date of service. Claims are to be validated against existing authorizations and checked for duplicate claim submissions. This module generates payment files for local service practitioners, Family Explanation of Benefits, and Provider Explanation of Payments. The system will maintain a history of all authorizations and paid claims. All payments, adjustments and other financial transactions must be made to local rendering practitioner/Payees for approved services, in accordance with the payment rules and other policies of the Agency.

3.2.1.2.1 The vendor shall be responsible for receiving claims from the local rendering service practitioner/Payee via: a) electronic file layout, b) paper authorization form mailed to the practitioner, or c) HCFA 1500 form. Currently, approximately 14,000 claims are processed monthly.

3.2.1.2.2 The vendor shall be responsible for adjudicating claims from the rendering service practitioner/Payee and preparing an electronic file in a specified format (see Appendix B for file format) to the Agency by the Thursday of each week for any claim received from the local rendering practitioner by noon Tuesday. The Agency will use the file to process payment to the local rendering practitioners.

3.2.1.2.3 The vendor shall provide Payees with Explanation of Payment (EOP) for each paid claims file, upon notification from the Agency. EOPs will be provided electronically to those practitioners who file electronically or via paper for those practitioners who do not submit electronic claim files. Currently, weekly payments are processed for approximately 170-200 Payees.

3.2.1.2.4 The vendor shall mail monthly Explanation of Benefits (EOBs) to families, reflecting all services paid for on behalf of the child/family. Currently, approximately 3,050 family EOPs are processed monthly.

3.2.1.2.5 The vendor shall maintain a Help Desk, including toll free telephone number and electronic email access to assist enrolled Payees with questions regarding authorizations, claims, and Explanation of Payments. Technical and other necessary support must be available during business hours at least 8:00 am to 5:00 pm (EST/EDT), 52 weeks per year.

3.2.1.2.6 The vendor shall implement internal controls, policies, and procedures designed to prevent, detect, review, and report potential fraud and abuse activities by practitioners and sub-vendors.

3.2.1.2.7 The vendor shall assume liability for payment of any unauthorized early intervention service and/or any audit exception.

3.2.1.2.8 The vendor shall report potential fraudulent situations to the Agency for discussion and implementation of appropriate actions.

3.2.1.2.9 The vendor and its sub-vendors shall cooperate fully in any reviews or investigations and in any resulting subsequent legal action.

3.2.1.2.10 The vendor shall be responsible for providing detailed claims data to the Agency at least weekly. The minimum data requirements shall include date of service, child ID, practitioner ID, service code, authorization number and line item reference, units of service, amount billed, and amount paid.

3.2.1.2.11 The vendor shall be responsible for preparing and filing 1099s.

3.2.1.2.12 The vendor shall develop and implement internal testing procedures on financial claims processing dealing with extreme variability in claims.

3.2.1.2.13 The vendor shall develop and implement a system of utilization and review (SURS) policies and procedures approved by the Agency. The SURS shall be designed to prevent, detect, and report fraud and abuse activities by payees and others to whom funds are distributed.

3.2.1.2.14 The vendor shall survey enrolled practitioners annually and report on consumer satisfaction and performance.

3.2.1.2.15 An erroneous payment is a payment in which part or all of any payment made with respect to a claim that should not have been paid according to the then applicable criteria for payment of that claim. The vendor shall be liable to the Agency for all erroneous payments which the vendor has not corrected, pursuant to the process and timeframes outlined below.

Upon the vendor's erroneous payment, the vendor shall notify the Agency orally and in writing within twenty-four (24) hours of its discovery. All of the circumstances relating to the cause and the effect of each such error, including the identification of each Payee affected, the amount of overpayment or underpayment made to the Payee, and the identification of all affected claims, shall be furnished to the Agency as quickly as possible but in any event no later than five (5) working days after discovery. Notice to the Agency shall include the submission of a written plan to correct the system or operational error that resulted in the overpayment.

Upon its receipt of written direction from the Agency ordering it to undertake a recoupment, the vendor shall complete all steps necessary to implement the recoupment for all affected claims before the end of the next pay cycle occurring after its receipt of the direction. In the event that the volume of claims affected by the direction or the complexity of the recoupment task is so great as to make it impossible for the vendor to fulfill the requirements before the end of the next pay cycle, the vendor shall notify the Agency in writing, within twenty-four (24) hours of its receipt of the direction, of the earliest time frame within which it can implement the recoupment. After consideration of the circumstances described by the vendor, the Agency shall specify in writing its decision regarding the extension of time deemed necessary to implement the recoupment.

General Description: Selected data from the IFSP is entered into the integrated data system by the RAU and transmitted electronically to the CFO, providing identifying

information for the child and family, service needs, and funding information. The CFO generates an authorization, or electronic approval to initiate services, which will be sent to the rendering service practitioner who has been selected by the family from the service directory. The CFO is responsible for claims payment process to the point of submitting a claims payment file to the Agency, which will be responsible for paying the rendering service practitioner from a revolving fund. Qualified practitioners are enrolled with the CFO as Independent Payees, or through Payee agencies. Payments are made to the respective Payee agency.

3.2.1.3 Fund Accounting

The vendor shall be responsible for using a centralized system and standardized operational activities for preparing and submitting weekly fund recovery claims on behalf of the Agency and for establishing and maintaining detail claim and remittance information from fund recovery sources. Current fund recovery sources include Medicaid, Children's Specialty Care (Title V), DHHR State General Fund Appropriation, and Federal IDEA funds. Additional fund sources to be added over the contract period, include Children's Health Insurance Program, private insurance, and family fees. The vendor shall be responsible for the following:

3.2.1.3.1 Develop the design and programming requirements for all fund sources in collaboration with the Agency.

3.2.1.3.2 Providing fund recovery software that uses a crosswalk to transform the local Birth to Three service codes (400+ codes) to appropriate Medicaid billing codes (4 codes). Each delivered service must be cross walked and totaled to the appropriate Medicaid code, then billed in the specified Medicaid format. Each Medicaid code will have a specified billing charge that reflects the Agency's total cost, and is therefore different from the amount paid to the rendering local service practitioner.

3.2.1.3.3. Submitting of Medicaid fund recovery files in HIPAA (Health Insurance Portability and Accountability Act) compliant 837 format and retrieval of the remittance advice and 835 files as outlined by Medicaid.

3.2.1.3.4 Preparing fund recovery claims based on the hierarchy established for funding sources, child/family eligibility, service definitions, and practitioner credential, as provided by the Agency.

3.2.1.3.5 Interfacing with other systems within the Agency and other agencies as needed in order to confirm eligibility for various fund sources and/or services. This interface will include an output file with child ID, child name, child SSN, child Medicaid number and the date of service to be submitted at least monthly, and used to update and/or correct the relevant eligibility numbers in the database. It will be the responsibility of the vendor to complete the updates.

3.2.1.3.6 Completing delayed submission of claims to Medicaid due to lack of eligibility information, with a process to evaluate claims for a period of at least six months each time new eligibility information is received.

3.2.1.3.7 Resubmission of claims based on denials from Medicaid. The resubmission must meet HIPAA compliant, 'replacement' process.

3.2.1.3.8 Assisting the Agency with financial projections based on authorizations. The value of authorizations will cross fiscal years (July 1 – June 30) and will require consideration of this crossover when calculating fund obligations.

3.2.1.4 Practitioner/Payee Enrollment and Credentialing

The vendor shall be responsible for providing CFO software that includes a Practitioner Enrollment and Credentialing component with the following characteristics/capabilities:

3.2.1.4.1 Designed as a single user or network application for the purpose of enrolling qualified practitioners in accordance with WV Birth to Three personnel standards and procedures. Practitioners may enroll as individual Payees, or through an agency Payee.

3.2.1.4.2 Includes specific information from the Payee including whether the Payee is an individual, partnership, or corporation. Payee enrollment minimally includes a W-9, assurance statement, proof of liability insurance, and signed Payee Agreement.

3.2.1.4.3 Tracks individual practitioner enrollments. Practitioner demographic information will include practice specialty, licensure/certification/degree, social security number, enrollment date, and category of service to be provided are tracked for management of credential requirements. An interface with the credentialing entity will be necessary for updates to the electronic practitioner records. Location, category, specialties, site address, billing address, phone numbers, practitioner and payee email addresses, contact name, licensure date, enrollment date are to be tracked by the system. WV Birth to Three currently has approximately 720 enrolled practitioners.

3.2.1.4.4 Sends notices when practitioners have not completed annual enrollment updates. The CFO implements dis-enrollment processes when practitioners do not maintain appropriate enrollment documentation. The Agency will receive monthly reports of all new enrollments and dis-enrollments.

3.2.1.4.5 Includes a Central Directory/Service Directory that lists each enrolled practitioner by specialty, and includes search features to locate practitioners by Payee, county, zip code, and specialty. The service directory must allow practitioners/Payees to update the availability and description sections of their directory listing.

3.2.1.4.6 Includes a statewide email broadcast system that allows Birth to Three State staff to send email messages to enrolled practitioners and payees, including a feature to send messages by individual practitioner or payee or by an individual specialty category of enrolled practitioners.

3.2.1.5 Operation and Reporting Functions

The vendor shall be responsible for providing the Agency and other defined users with access to routine reporting capabilities.

3.2.1.5.1 The local RAU software system shall include at a minimum, the following standard reports identified in Appendix C.

3.2.1.5.2 The vendor will provide data in a format that allows the Agency access to both front end (child and practitioner) and back end (claims and payment) data for analysis and reporting purposes.

3.2.1.5.3 The vendor will provide Agency with requested data extracts that can be imported into Microsoft Access. These reports will include, but may not be limited to: Number of Days

From Referral to IFSP (by RAU); Children with Transition Meeting Dates (by RAU), Quarterly Utilization by Child, Date of Service, Procedure Code, Calculated Units Paid; and Primary Eligibility Category (by RAU). The Agency may request ad hoc reports as necessary.

3.2.1.5.4 The vendor shall be responsible for assuring that the Operating Systems, databases and productivity software meet DHHR standards.

Current standards are:

Desktop OS	Microsoft XP
Desktop Databases	Microsoft Access 2000/2003
Server Databases	Microsoft SQL Server 2000/2005
Desktop Productivity	Microsoft Office XP

3.2.1.5.5. All system generated documents are subject to review and approval of the Agency.

3.2.2 Project Staff and Operations

3.2.2.1 The vendor must commit a cohesive, dedicated, highly skilled core team of key personnel to conduct the required functions and duties of the CFO. At a minimum, the core team is to include a Project Manager, Database Design Specialist, Hardware Specialist, and Lead Programmer. The vendor may propose a larger core team.

3.2.2.2 Personnel commitments, with identification of core team personnel as specific individuals, are a mandatory requirement for the work to be performed under this RFP. No redeployment of any member of the core team may be made without prior written consent of the Agency.

3.2.2.3 No redeployment of more than three non-key personnel may be made by the vendor during one calendar month without written consent of the Agency. Replacement of such personnel, if approved, shall be with personnel of equal ability and qualifications.

3.2.2.4 The Agency shall retain the right to reject any of the vendor's and/or sub-vendor's employees whose qualifications, in the Agency's judgment, do not meet the standards established by the Agency as necessary for the performance of the services. In considering the vendor's employees' qualifications, the Agency will act reasonably and in good faith.

3.2.2.5 During the course of the contract, the Agency reserves the right to require the vendor to reassign or otherwise remove from the project any vendor or sub-vendor employees found unacceptable by the Agency.

3.2.2.6 The Project Manager will be responsible for interaction with the Agency on all contract related activities of the CFO. The Project Manager must be able to act on behalf of the vendor and have appropriate experience and expertise in overseeing implementation of similar central finance operating systems. The Project Manager must be available for monthly on-site meetings with representatives from the Agency on CFO operations (or less often if approved in writing by the Agency), and otherwise available on an as needed basis.

The vendor proposal will identify how the following staffing/functions will be provided:

3.2.2.7 Full or part-time administrative staff responsible for all financial operations performed of the CFO. Such staff must be able to demonstrate to the Agency full knowledge of the financial operations and status of the CFO on an ongoing basis.

3.2.2.8 Technical and support staff to provide for the CFO's front office operations.

3.2.2.9 Sufficient access to and support from information technology staff to provide uninterrupted high quality support and operation of all hardware and software used by the CFO to perform required functions and duties.

3.2.2.10 Contingency planning which would permit the CFO to continue to operate in the event of the most probable emergency (ies).

3.2.2.11 Staff to perform quality assurance assessment of the procedures and systems used by the CFO, including rules and procedures governing practitioner approval and enrollment, as well as others directed by the Agency to address inquiries, grievances, complaints and other interactions with the public regarding the CFO's operations on behalf of the WV Birth to Three System.

3.2.3 Future Conversion to Web-based System – Agency Implementation Optional

As a component of the response to this RFP, the Agency is interested in receiving proposals for moving the following components of the Central Finance Office operation to web based structures: 1) submission and adjudication of local Payee claims, and 2) all components of the child record (including child and family demographic data, evaluation and assessment reports, eligibility categories, IFSP services, case notes, and system reports), with individual access controlled in accordance with applicable laws including the IDEA, and Family Educational Rights and Privacy Act (FERPA) .

3.2.3.1 In addition to acquiring operation of the CFO, the Agency believes that the Claims Administration component of the CFO could be moved to a web-based structure in order to reduce costs and time frames for processing of payee claims (Option 1A).

3.2.3.2 The Agency is also interested in the option of moving the Child Data System component to a web-based structure in order to promote accountability and access to child records (Option 1B). The vendor's proposals for utilizing web-based systems for the Claims Administration and Child Record components, should include both Options 1A and 1B. These two options will be considered independently of each other, and the vendor should provide a description of how the system operating components would work, including descriptions of functionality, processes for converting current data, risk management and project plans, and estimated timelines for completing each conversion. The Cost Proposal format includes costs for operation under each of the three options. If the Agency decides to implement either option, the decision will be made within 18 months of the contract award.

3.2.4 Schedule of Payments

3.2.4.1 Development Period

The vendor shall be reimbursed in arrears, based upon approved invoice of completion of deliverables on a monthly basis. The vendor shall submit monthly invoices to the Agency Office. The invoices shall identify:

- a) Work performed;
- b) Deliverable to which the hours are charged and payment is requested;
- c) Hours worked by individual by work day;
- d) Hourly billing rates assigned to individuals;
- e) Total billing by individual by week; and
- f) Total billing.

3.2.4.2 Ongoing Administration of the Central Finance Office Operations

The vendor shall be reimbursed in arrears, for ongoing operation of the Central Finance Office. The vendor will be reimbursed per a fixed monthly cost for the general operations of the CFO, including components of practitioner enrollment, child record, reporting, and fund recovery as identified in Part 3, based upon an approved invoice.

Postage will be considered as a pass-through cost.

Claims administration costs will be reimbursed on a fixed price per paid claim line basis, and based upon an approved invoice.

In the event that the Agency decides to convert Claims Administration and/or Child Record components of the CFO to a web-based structure, the vendor will be reimbursed as per the methodology established for that option. The vendor shall submit monthly invoices to the Agency Office.

3.2.4.3 Software Modifications

The vendor shall be reimbursed in arrears, per the established hourly cost, for completed software modification requirements, analysis and development activities throughout the maintenance/warranty of the contract as requested and approved by the Agency, not to exceed 7,000 hours per year. The vendor shall submit monthly invoice to the Agency Office.

3.2.5 Software Modification Hours Pool

The vendor will perform software modification requirements, analysis and development activities throughout the maintenance/warranty of the contract.

The Agency will maintain a pool of seven thousand (7,000) hours per year for the life of the contract for software modification activities. Only Agency-approved hours will be included in the hours counted against the pool of seven thousand (7,000) hours. The Agency will determine which modification requirements, analysis and development activities will be charged to the Software Modification Hours Pool. As with all vendor personnel, the Agency will have approval over personnel assigned to the project for these activities. Costs associated with the modifications using these hours will not be separately reimbursable and must be included in the prices bid.

3.2.6 Data Migration/Import/Training

Should the successful vendor be an entity other than the current CFO vendor, the new entity will be responsible for converting data from the existing CFO components into the new software system. Data from the Child Data System must be imported for all children born after December 31, 2001. Data must be imported for all claims transactions and practitioner enrollment since April 1, 2004. (See Appendix D for Schedule/Format of Deliverables)

3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds:* A Bid Bond in the amount of \$250,000 shall be submitted with the Title Page of the vendor's proposal. Bid Bond may be in the form of a bank cashier's check, certified check, letter of credit or surety bond from a surety company licensed within the State of West Virginia. Prior to award of a contract, the successful vendor shall provide a performance bond in an amount equal to 100 % of the total bid

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- price for one year. The contract number and contract period must be specified on the performance security deposit. The Performance Bond must be issued by a surety company licensed within the State of West Virginia. In the event the contract is renewed, the successful vendor shall maintain the performance and labor material bond for the life of the contract renewal.
- 3.3.2 *Insurance Requirements:* The successful vendor shall provide an insurance policy in a minimum amount of \$1,000,000 to cover the daily operations of the Central Finance Office including Errors and Omission coverage. Insurance certificates are required prior to award but are not required at the time of bid.
- 3.3.3 *License Requirements:* During the life of the contract, the successful vendor shall be registered with the State of West Virginia's Secretary of State's Office and shall maintain good standing with the WV State Bureau of Employment Programs.
- 3.3.4 *Litigation Bond:* Not required.
- 3.3.5 *SAS 70 Audit:* The vendor shall supply the State with an Annual SAS-70, Type II Audit report, completed by an independent CPA firm, annually within 60 days of the end the fiscal year.
- 3.3.6 *HIPAA Business Associate Addendum:* The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement, should the Agency meet the definition of a Covered Entity (45 CFR§160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor. At this time, the Agency has been determined to not be a Covered Entity.
- 3.3.7 *Agreement Addendum - Form WV-96:* This Addendum recognizes many of the standard requirements of the West Virginia State Code and is included in all contract documents in the event the vendor's documentation should contain terms and conditions that are in conflict with the WV State Code. Failure of the successful vendor to sign an Agreement Addendum (Form WV-96) as part of the contract may result in disqualification of the proposal. Agreement Addendum at <http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>
- 3.3.8 *Transition of Services:* Upon expiration, termination, or cancellation of the contract, the CFO/vendor shall assist the State Agency to insure an orderly transfer of responsibility and/or continuity of those services required under the terms of the contract to the Agency or an organization designated by the State Agency, if requested in writing. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings(video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract, shall be and remain the property of the State of West Virginia and shall be delivered to the State of West Virginia or it's designee within 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered 'work for hire', i.e., the State, not the vendor or sub-vendor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the

extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of the contract, vendor or sub-vendor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the vendor anticipate bringing pre-existing intellectual property to perform any of the services required under the contract into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section shall prevail. If the vendor identifies such intellectual property in its bid proposal, then the property owned by the vendor on the date of the contract, as well as any modifications or adaptations thereto, shall remain the property of the vendor. Upon contract award, the vendor shall grant the State a perpetual non-exclusive, royalty free license to use any of the vendor's intellectual property delivered to the State for the purposes contemplated by the Contract.

The vendor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements, and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

- 3.3.9 *Press Releases:* The vendor will not issue press releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Agency.
- 3.3.10 *Advertising:* The vendor will not use the Agency's name, logos, images, or any data or results arising from work under a future contract without obtaining prior written consent of the Agency.

--- End of Part 3 ---

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 Understanding of Scope of Work & Vendor Experience

Part 3.1 to 3.2.1.5 - Vendor should demonstrate overall understanding of the scope of work and their experience in administration of the WV Birth to Three Central Finance Office. All requirements reflected in Part 3.2 to 3.2.1.5 of the RFP must be addressed. Vendors must provide credible, detailed evidence of their related experience and capabilities in developing a CFO, modifying software and migrating existing data. Vendor should provide details of: the background of the company/ organization; the size and location of the company/organization; and, the experience and capabilities of the company/organization that qualify and enable it to provide the scope of work (Part 3.2). Vendor should provide at least three vendor references from related work within the previous five years and must include a detailed description of the work performed for each reference.

Section II Qualifications of Project Staff

Parts 3.2 to 3.2.1.5 - Vendor must provide resumes and qualification summaries of core team staff and all other assigned staff providing services. Vendor must indicate percentages of time each core team member will be assigned specific project tasks.

The vendor will describe the proposed core team's recent experience relevant to any project of the type, size and scope of the WV Birth to Three Central Finance Office operation and to experience in large scale operations associated with the operation of early intervention systems under Part C of the Individuals with Disabilities Education Act.

Beginning with the present or most recent job or project, there shall be an accurate description of the major responsibilities associated with the staff member's position and a reference name, position, and current telephone number and email address that can give information on the individual's experience and competence. If the staff member moved to a different position within the same organization and his/her major duties changed, list the new position as a separate job and provide a reference as to the individual's experience/competence.

Section III Project Work Plan

Parts 3 to 3.2.3.2 – Vendor's work plan must demonstrate a clear grasp of the overall project and services to be provided, with detailed functionality for all system components and specific action steps, including data conversion, which will guarantee the successful provision/completion of services. The work plan must establish detailed benchmarks as to how the Vendor will perform/complete the services. Vendor shall provide a time line confirming ability to commence providing deliverables upon award of the contract and throughout the period of the contract. Vendor shall list projects that the vendor is currently engaged in, and the

associated workloads scheduled through January 2007. A statement that the vendor will meet the desired deadlines shall be included.

Section IV Cost Proposal

Part 4.5 -The Cost Proposal Sheet provides the format for the vendor to submit a cost proposal for development and administration of the Central Finance Office as per Part 3 to 3.2.3.2. Cost Proposal will include costs for development and/or modifications, and administration of a Central Finance Office system that meets all requirements of Part 3. Costs are to be provided as a fixed monthly cost for the general operations of the CFO and a fixed price per paid claim line for the month based upon an approved invoice. Postage cost will be a pass through.

Claims administration costs will be identified on a fixed price per paid claim line basis.

The cost proposal shall also include an hourly cost for software modifications as approved by the Agency under software modification pool.

The vendor will provide separate cost proposals for options in Part 3.2.3 for costs associated with operation of the Central Finance Office should the Agency decide to move the Claims Administration (Option 1A) or Child Record (Option 1B) components to web-based structures.

Cost proposal will be evaluated based upon the life of contract.

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

4.2 Evaluation Process:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications, attains the final highest point score of all vendors (possible one-hundred (100) points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

4.3 Evaluation Criteria:

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

Section I	Understanding of Scope of Work & Vendor Experience (Part 4.1 – Section I)	25 Points Possible
Section II	Qualifications of Project Staff (Part 4.1 – Section II)	20 Points Possible
Section III	Project Work Plan (Part 4.1 – Section III)	25 Points Possible
Section IV	Cost (Part 4.1 – Section IV)	<u>30 Points Possible</u>
	Total	100 Points Possible

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

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

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible. 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 vendor. Cost is considered but is not the sole determining factor for award. The State does reserve 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 (See next page.)

COST PROPOSAL FOR THE DEVELOPMENT AND ADMINISTRATION OF CENTRAL FINANCE OFFICE

A. Costs associated with providing initial operating system to meet the requirements as identified in Part 3.

Development Period Pricing:	Cost Proposal	Cost Proposal 1A (Part 3.2.3.1)	Cost Proposal 1B (Part 3.2.3.2)
Software Development for Initial Installation (Not to exceed one year.)			
Support Services: On-site Software installation and training of the eight (8) Regional Administrative Units			
	Not to Exceed Total for First Year		

B. Vendor will provide firm, fixed per month price for administration of the Child Data System, Fund Recovery, Provider Enrollment, and Reporting components of the Central Finance Office as described in Part 3.

CFO - General Operations	Total Firm Fixed Monthly Price	Not to Exceed Total per Year

C. The vendor will provide a price for processing of local practitioner claims, based on a per paid claim line as described in Part 3.

CFO – Claims Processing Estimated Number of Paid Claim Lines PerYear for Evaluation	Fixed Price Per Paid Claim Line	Total yearly cost for 240,000 paid claim lines	Total yearly cost for 240,000 paid claim lines – Opt 1A	Total yearly cost for 240,000 paid claim lines – Opt 1B
Total = 240,000 per year x	\$ Per paid claim line =			
Total = 240,000 per year x	\$ Per paid claim line =			
Total = 240,000 per year x	\$ Per paid claim line =			

D. Hourly rate for future software modifications as requested and approved by the Agency, not to exceed 7,000 hours annually.

Hourly rate for software modifications	Per hour	Per hour
Not to Exceed Total per Year for 7,000 hours	\$	\$

Cost per Proposal	Cost Proposal	Cost Proposal 1A	Cost Proposal 1B
(A) thru (B)	Not to Exceed Total For the First Year	\$	\$
(B) thru (D)	Not to Exceed Total for 2 nd through 5 th Years	\$	\$
	First Year Total + 2 nd , 3 rd , 4 th & 5 th Year Totals	\$	\$

Vendor Name: _____ Signed by: _____

APPENDIX A

Regional Administrative Unit (RAU) or SYSTEM POINT OF ENTRY (SPOE) Software

- Operating Platform
 - Windows 98, NT, Windows 2000 Professional, Windows XP
- Development Environment
 - Visual Basic 6 32-bit SP 5
 - Java 2
 - Crystal Reports
- Application Functionality
 - DAO connection to distributed Access 97 database
 - Data batched to CCG (Claims Processing System) via Internet and SSL/Java socket connection
 - Report system includes dynamic updating of reports and menus
 - For RAUs with multiple computers, 1 parent computer and multiple child computers
 - Parent computer used for editing child records in the Individual Family Service Plan (IFSP) phase
 - Child computers used for editing children in Referral & Intake
 - Information kept on each child
 - Referral/Intake/IFSP status/dates
 - Family members and income
 - Authorizations
 - Diagnosis
 - Part C eligibility
 - Medical information

File Batching Mechanism

- Visual Basic 6 32-bit SP5 and Java 2
- Files batched from SPOE Program are transmitted via TCP/IP and SSL to web server
- Files to be sent from web server are transmitted via TCP/IP and SSL to SPOE computer
- Files are transmitted & received from within the SPOE application
- Web Server: Windows 2003 Server/IIS 6.0
- Client: SPOE computer (Windows 98/NT/Windows 2000 Professional, Windows XP)

Claims Payment Application

- Operating Platform
 - Client: Windows 98/Windows 2000 Professional
- Development Environment

-
- Visual Basic 6.0 32 bit SP 5
 - Interdev 6.0 SP 5
 - Application Functionality
 - Claims entry with real-time editing for all claim types, eliminating batch processes
 - Windows GUI presentation of child/authorization/ practitioner /claims relationships
 - Generation of daily forms and all reports using tools suited to automation of electronic transmittal and internet publication wherever appropriate
 - Automated tracking of claim adjustments and refunds
 - Adjustments applied only to child records pertinent to adjustment, with payments produced on a practitioner payee basis
 - Highly integrated with the claims processing system
 - Utilizes the 3-tier component-based system architecture
 - COM+ Application
 - IIS 6.0 (Internet Information Server)

Practitioner Enrollment System

- Operating Platform
 - Client: Microsoft Windows 98/Windows 2000 Professional
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5
 - InterDev 6.0 SP 5
 - Active Reports
- Application Functionality
 - Enroll new practitioners
 - Enroll new practitioner organizations (payees)
 - Update information on practitioners & practitioner organizations
 - Enter limited practitioner service matrix information
 - Update practitioner credential information
 - Reporting on practitioners with credentials lapsing
 - Reporting on practitioners with police checks lapsing
 - Reporting on practitioners with liability insurance lapsing
 - Generation of daily forms and all reports using tools suited to automation of electronic transmittal and Internet publication where appropriate
 - Highly integrated with the claims processing system
 - Utilizes 3-tier component-based system architecture
 - COM+ Application (Component Object Model)
 - IIS 6.0 (Internet Information Server)

Electronic/HIPAA Transactions

- Operating Platform
 - Server: Windows 2000 Server
 - Server: Windows 2002 BizTalk Server
 - BizTalk Accelerator for HIPAA
 - Database: Microsoft SQL Server 2000
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5 and Microsoft Visual Basic.NET
- Application Functionality
 - Highly integrated with the claims processing system
 - Practitioners may submit claims electronically utilizing the HIPAA 837 Professional format.
 - Practitioners may receive electronic claims remittance advices utilizing the HIPAA 835 format
 - Practitioners may retrieve electronic authorizations utilizing the HIPAA 278 format.
 - Practitioners may determine claim status utilizing the HIPAA 276/277 format
 - CFO submits Medicaid eligibility request and response using the 270/271 transaction.
 - Utilizes 3-tier component-based system architecture
 - COM+ Application (Component Object Model)
 - IIS 6.0 (Internet Information Server)

Fund Recovery

- Operating Platform
 - Client: Windows 98/Windows 2000 Professional
- Development environment
 - Microsoft Visual Basic 6.0 SP 5 and Microsoft Visual Basic.NET
 - Active Reports
 - 3-tier component-based system architecture
 - COM+ Application (Component Object Model)
- Application Functionality
 - Highly integrated with the claims processing system
 - Generation of reports using tools suited to automation of electronic transmittal and Internet publication where appropriate
 - Automated tracking and reporting of claims paid, denied and paid partial
 - Flexible architecture for multiple funding sources
 - Utilizes HIPAA-compliant transactions

Service Directory Matrix

- Operating Platform
 - Microsoft Windows 2000 Server
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5
 - Microsoft Visual Interdev 6.0
 - Microsoft Front Page 2000
 - Internet Information Server 6.0
- Application Functionality
 - Integrated with the claims processing and practitioner enrollment system
 - Practitioner and agencies request password online
 - Practitioner or an agency representative may:
 - Enter Practitioner's availability to perform services
 - Enter the counties and zip codes Practitioner's serve
 - Enter languages spoken and language fluency
 - Request demographic modifications online
 - Enter years of pediatric experience
 - Describe the Part C services performed and the service locations
 - Request educational, licensure and certifications online
 - Enter free-form comments into their matrix
 - Searches may be performed:
 - By county, zip code, specialty, service, language spoken and availability
 - By Practitioner's last name
 - By Agency name
 - By closed Practitioner account
 - Help information is available online
 - Part C Program information is available
 - Collects feedback from the community and Program stakeholders
 - Misc. Practitioner enrollment and Program documents are easily available
 - Program contact information is available online

Required Software Components

- Operating Platform Software
 - Microsoft Windows 2000 Server(s)
 - Microsoft Windows 2003 Server(s)
 - Microsoft SQL Server 2000
 - Microsoft SQL Server 2005 Enterprise
 - Microsoft BizTalk Server 2002

- Microsoft BizTalk Accelerator for HIPAA
- Microsoft IIS 6.0
- Microsoft Windows 2000/XP
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5
 - Microsoft Visual Interdev 6.0
 - Microsoft Visual C++ 6.0 SP 5
 - Microsoft Front Page 2000
 - Microsoft .NET
 - Active Reports
 - Crystal Reports
 - Java 2
 - Microsoft Reporting Services

Documentation

- Claims System Documentation
- RAU User Manual
- Database Dictionary

APPENDIX B

EFT/CHECK FILE LAYOUT – 300 POSITIONS

01 BIRTH-TO-THREE-FILE.

05 PROVIDER-ID-NUMBER	PIC X(10)	10	1-10	UNIQUE PROVIDER-ID NUMBER (Left-justify – Fill on Right with SPACES)
05 TOTAL-AMOUNT-CHECK	PIC9(8)V99	10	11-20	TOTAL AMOUNT OF PAYMENT (NUMERIC) (Dollars and Cents) (Right Justify-Fill on Left with ZEROES)
05 REMITTANCE-DATE (MMDDYYYY)	PIC 9(8)	8	21-28	DATE FILE CREATED
05 REMITTANCE-NUMBER	PIC X(7)	7	39-35	REMITTANCE AND/OR REFERENCE NUMBER (Left –justify – Fill on Right with SPACES)
05 PAYMENT-METHOD-IND	PIC X(1)	1	36	PAYMENT METHOD INDICATOR '1'= PRINTED CHECK '2'= EFT
05 PAYMENT-COST-CENTER	PIC X(1)	1	37	PAYEMNT 'COST CENT' ID CODE CODE '1'= DHHR COST CENTER
05 PROVIDER-NAME	PIC X(25)	25	38-62	NAME OF PROVIDER
05 PROVIDER-ADDRESS-1	PIC X(25)	25	63-87	PROVIDER STREET ADDRESS-1
05 PROVIDER-ADDRESS-2	PIC X(35)	35	88-122	PROVIDER STREET ADDRESS-2
05 PROVIIDER-CITY-STATE CITY/STATE	PIC X(23)	23	123-145	PROVIDER ADDRESS-
05 RPOVIDER-ZIP-CODE	PIC X(9)	9	146-154	ZIP CODE (9-DIGITS) 5-DIGIT ZIP CODE 4-DIGIT ZIP CODE (OR SPACES)

APPENDIX C

Regional Administrative Unit (RAU) Reports

Referral

- Average Age at Referral
- Average Days from Referral to Intake
- Children Pending Intake
- Children Referral Detail
- Not Moving to Intake
- Referral Monthly Summary
- Referral Source

IFSP

- Average Age at IFSP
- Child Authorizations
- Child Count
- Child List Active IFSPs
- Children Pending IFSPs
- Intake Monthly Summary
- Intake Monthly Detail
- Diagnosis Summary
- EI Dates
- Labels HOH
- Labels HOH with Child
- Not Moving to IFSP
- Program Eligibility Summary
- Race Summary

Practitioners

- All Practitioners
- Detail Authorizations
- Practitioner List with Service Coordinator
- Practitioner by Authorizations
- SC Caseload
- Authorization Information by Payee

Miscellaneous

- All Active Children
- All Children
- All Inactivated Records
- Duplicates
- Closed Reason Codes

APPENDIX D**Schedule/Format of Deliverables**

Risk Management Plan and Project Plan. The successful vendor is required to submit to the Agency, weekly status reports and updates to the risk and project plans.

System Modifications:**Requirements Statement – Business**

- Determine business objectives
- Identify major business processes affected
- Conduct fact-finding sessions
- Determine improvement areas
- Prepare cost-benefit analysis
- Prioritize processing requirements
- Prepare requirements report
- Receive management approval
- Develop project plan
- Receive management and user sign-off

Requirements Statement – Functional

- Determine business process functions
- Document business processing
- Document conceptual technology specifications
- Determine conversion, training and implementation requirements
- Produce functional requirements documents
- Review and update project plans
- Receive management approval
- Obtain user and management sign-off

Programming (Design and Building-Modifications)

- Document detailed systems flow
- Produce detailed systems specifications
- Obtain user and management sign-off
- Code and inspect programs
- Review and update project plan

Data Conversion Plan (Includes Child Record, Practitioner Enrollment & Claims)

- Develop procedures
- Prepare schedules
- Identify resource requirements
- Identify validation criteria
- Obtain user sign-off

Test Plan

- Develop testing schedule
- Conduct technical testing (unit, system, and integration)
- Conduct business process testing (user acceptance, stress, conversion, and regression)
- Obtain user sign-off

Implementation Plan

- Educating employees about the change
- Training conducted
- Knowledge transferred

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- Documentation and procedures written
 - Testing completed
 - Contingency plans developed
 - Obtain user and management sign-off
 - Project Oversight Report (Monthly)
 - Identify accomplishments, next steps, project issues and update project plan
 - Ongoing Maintenance and Feedback Review
 - Conduct team review
 - Support maintenance/enhancement requests
 - System Turnover Plan
 - State staffing required (business and technical)
 - State hardware plan identifying requirements for State operation
 - User Manuals:
 - Continuing User Training Plan
 - Continuing User Training Manuals
 - On-line help
 - Training
 - Initial training plan
 - Initial training schedule
 - Initial training materials
 - Operational Deliverables
 - Employee work performed time sheets by week
 - Monthly operational reports
 - Weekly status reports
 - Monthly planning reports