



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
 BMS80641

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/22/2007				

BID OPENING DATE: 09/27/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		961-20		
REQUEST FOR PROPOSAL ***** MANDATORY PRE-BID MEETING 9/5/2007 @ 2:00 PM, 350 CAPITOL ST., CHARLESTON, WV 25301-3709, RM-251 *****						
EXTERNAL QUALITY REVIEW ORGANIZATION SERVICES THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU OF MEDICAL SERVICES IS SOLICITING PROPOSALS TO OBTAIN THE SERVICES OF AN EXTERNAL QUALITY REVIEW ORGANIZATION FOR THE WEST VIRGINIA MOUNTAIN HEALTH TRUST MEDICAID MANAGED CARE PROGRAM IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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



State of West Virginia
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 Purchasing Division
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BID OPENING DATE: 09/27/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 9/6/2007. 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</p> <p>FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND</p>						

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<p>HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A</p>						

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				<p>NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS 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</p>		

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TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY. BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: ----- * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00) NOTICE ONE ORIGINAL TECHNICAL AND COST PLUS (6) SIX CONVENIENCE COPIES MUST BE SIGNED AND SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						

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PROBATION

SHIP TO

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 BUREAU FOR MEDICAL SERVICES
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:-----RW/FILE 22-----					
	RFQ. NO.:-----BMS80641-----					
	BID OPENING DATE:-----09/27/2007-----					
	BID OPENING TIME:-----1:30 PM-----					
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					

	CONTACT PERSON (PLEASE PRINT CLEARLY):					

	***** THIS IS THE END OF RFQ BMS80641 ***** TOTAL: _____					

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REQUEST FOR PROPOSAL
Bureau for Medical Services
BMS80641

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 Medical Services, hereinafter referred to as "Agency", to provide external quality review services. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10c, of the commodity or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Project:

The mission or purpose of the project is to obtain a vendor to serve as the External Quality Review Organization (EQRO) for the West Virginia Mountain Health Trust (MHT) Medicaid managed care program. The vendor will provide review services that will satisfy the federal requirement specified in 42 CFR Parts 433 and 438: Medicaid Program; External Quality Review of Medicaid Managed Care Organizations; Final Rule.

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 and 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 the 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
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
Email: rwagner@wvadmin.gov

The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever 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 his 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 or contract.

1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any State personnel is not binding. Only the information issued in writing and added to the 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 non-mandatory 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 the 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 dated 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

009

timely arrival. In accordance with West Virginia 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.

Vendors responding to this RFP shall submit:

One original technical and cost plus (6) convenience copies to:

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

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

Buyer: RW -22
Req#: BMS80641
Opening Date: 09/27/2007
Opening Time: 1:30 pm

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 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 Code. A certificate of application is used to request this preference. 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 or 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 bid opening.

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 disclose of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 **Schedule of Events:**

Release of the RFP	08/24/2007
Vendor's Written Questions Submission Deadline	09/06/2007
Response to Questions/Addendum Issued	09/13/2007
Mandatory Prebid Conference	09/05/2007
Bid Opening Date	09/27/2007
Oral Presentation	TBD

1.17 **Mandatory Prebid Conference:**

A mandatory prebid conference shall be conducted on the date specified above at 2:00 p.m. Said conference will be held at the Bureau for Medical Services, 350 Capitol Street, Room 251, Charleston, WV 25301-3709. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor.**

1.18 **Purchasing Affidavit:**

West Virginia 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 its 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 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; and (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 and regulations, Federal, State and Local Government.

1.19.8 Compliance with Laws and Regulations:

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

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

1.19.9 Subcontracts/Joint Ventures:

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

1.19.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period 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 by the State 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 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 & 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 that liquidated damages shall be imposed at the rate of \$1,000 per day for failure to provide (deliverables, meet miles stones identified to keep the project on target, or failure to meet specified deadlines) This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

1.19.16 Record Retention (Access & Confidentiality):

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

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

The Vendor shall comply with all applicable State and Federal law regarding confidentiality/privacy including the confidentiality requirements of §1160 and §1902 (a)(7) of the Social Security Act, the information safeguarding requirements of Title 42, Part 431, Subpart F (42 CFR 431 F), and the privacy and security requirements of Title 45 Parts 160 and 164 (45 CFR 160 and 164).

PART 2 OPERATING ENVIRONMENT

2.1 Location:

Agency is located at 350 Capitol Street, Room 251, Charleston, West Virginia 25301-3706.

2.2 Background:

Mountain Health Trust (MHT) is a Medicaid managed care program that has operated in the State of West Virginia under 1915(b) waiver authority since 1996. The program emphasizes the effective organization, financing, and delivery of primary health care services as a means to improve Medicaid beneficiary access to care and enhance quality through the provision of coordinated services. MHT includes a primary care case management program known as Physician Assured Access System (PAAS) and a capitated managed care organization (MCO) program. MHT is overseen by the Office of Healthcare Policy and Managed Care Coordination within the Bureau for Medical Services.

Bureau for Medical Services has developed comprehensive capitated risk contracts with qualified MCOs for serving MHT enrollees. Currently, there are three such contractors, each of which is a licensed HMO under West Virginia insurance law. Two MCOs, Carelink Health Plans and The Health Plan of the Upper Ohio Valley, have participated in the MHT program since its inception. Unicare of West Virginia began enrolling beneficiaries in November 2003. The Calendar Year (CY) 2003 external quality review (EQR) included Carelink and The Health Plan; the EQR for CY2004 and beyond included all three MCOs.

MCOs provide enrollees with most acute and preventive physical health care services. Other services, such as prescription drugs, behavioral health, nursing facilities, dental services, and non-emergency transportation, are available through fee-for-service Medicaid. Prescription drugs are expected to be added to the services provided by MCOs in 2007. MCOs also provide and proactively manage a wide range of additional services, including service coordination, case management, health education, and outreach, to ensure the delivery of quality health care services.

The MCO program enrolls approximately 136,000 Medicaid beneficiaries in 49 West Virginia counties, as of March 2007. Bureau for Medical Services received federal authority through the BBA of 1997 to enroll beneficiaries in managed care in single MCO counties. This enrollment model is known as the "rural plan option (RPO)." RPO is used as the enrollment model in 13 counties.

The waiver of federal Medicaid rules allows the State to require Temporary Assistance to Needy Families (TANF) recipients and Supplemental Security Income (SSI) beneficiaries residing in all 55 counties to join a Medicaid-approved MCO. At this time, only TANF beneficiaries are allowed to enroll in an MCO, but the State expects SSI beneficiaries to begin enrolling in MCOs in 2007.

The State employs an enrollment broker to assist Medicaid beneficiaries in understanding their choices and selecting an MCO. TANF beneficiaries in counties with two or more contracted MCOs must choose between one of the MCOs. In rural option counties, TANF beneficiaries must enroll in the participating MCO. TANF beneficiaries in other counties with one contracted MCO can choose between the MCO and the PAAS program; non-choosers are assigned to the MCO in their county. SSI beneficiaries will

have the same choices as TANF beneficiaries once enrollment begins, as determined by the enrollment model in their county of residence. The enrollment broker assists beneficiaries in choosing between MCOs or between an MCO and the PAAS program, depending on the beneficiary's county of residence, and in selecting a primary care provider (PCP).

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The goal is for the Bureau for Medical Services to obtain the services of an experienced independent vendor or External Quality Review Organization to conduct external review of the quality of health care delivered to Mountain Health Trust managed care organization's enrollees.

3.2 Scope of Work:

The scope of work is to conduct external quality reviews utilizing the Center for Medicare & Medicaid Services (CMS) protocols or approaches that are consistent with the CMS protocols, with input from the Bureau for Medical Services to:

- Identify any issues or problems regarding access, quality, and utilization;
- Verify MCO compliance with program systems and clinical requirements, as outlined in the MCO contract;
- Identify "best practices" and work with MCOs to improve results; and
- Provide Bureau for Medical Services with a comprehensive report that can be used as part of Bureau for Medical Services' overall quality strategy.

3.2.1 MANDATORY VALIDATION OF PERFORMANCE IMPROVEMENT PROJECTS

Validation of performance improvement projects (PIP) is required by 42 CFR (Code of Federal Regulations) §438.358(b)(1). Vendor must conduct validation of performance improvement projects required by the State to comply with requirements set forth in 42 CFR §438.240(b)(1) and that were underway during the preceding 12 months.

The goal of health care performance improvement projects (PIP) is to assess and improve processes, and thereby outcomes, of care. PIP must be designed, conducted, and reported in a methodologically sound way to assure confidence in the reported improvements. The vendor will be responsible for:

- 3.2.1.1 Assessing the study methodology for conducting the PIP.
- 3.2.1.2 Verifying actual PIP study findings (the State and EQRO will determine together if this task is feasible), and
- 3.2.1.3 Evaluating overall validity and reliability of study results.

3.2.2 MANDATORY Validation of Performance Measures

The validation of performance measures is required by 42 CFR §438.358(b)(2). Vendor must validate MCO performance measures reported (as required by the State) or MCO performance measure calculated by the State during the preceding 12 months to comply with requirements set forth in 42 CFR §438.240(b)(2).

Bureau for Medical Services will provide the EQRO with information concerning the performance measures to be calculated by the MCOs; the specifications to be followed

in calculating these measures; and the manner and the mechanisms for reporting these measures to Bureau for Medical Services. The Vendor's responsibilities will include:

- 3.2.2.1 Developing an understanding of State requirements.
- 3.2.2.2 Preparing the MCOs for onsite activities.
- 3.2.2.3 Based on a determination of necessity by the State, conducting an assessment or reviewing the results of a prior assessment of the MCOs' information systems.
- 3.2.2.4 Reviewing and assessing the MCOs' procedures for collecting and integrating data.
- 3.2.2.5 Evaluating MCO processes to produce performance measures;
- 3.2.2.6 Evaluating the MCOs' processes for State reporting.
- 3.2.2.7 Producing required reports for the State and conducting any necessary follow-up with the MCOs.

3.2.3 MANDATORY COMPLIANCE REVIEW

The compliance review is required by 42 CFR §438.358(b)(3). Vendor will conduct an annual review to determine the MCOs' compliance with the standards established by the State to comply with the requirements of 42 CFR §438.204(g), as well as other components of the MHT MCO contract.

The annual compliance review will consist of comparison of MCO quality policies and procedures to the MHT quality management program standards in the current MCO contract. The Vendor will identify areas to review, in accordance with federal and State requirements, conduct meetings with the MCOs, and set timeframes for compliance reviews.

Using document review and interviews with MCO personnel, Vendor tasks for conducting the compliance review will include:

- 3.2.3.1 Planning for compliance monitoring activities.
- 3.2.3.2 Obtaining background information from Bureau for Medical Services.
- 3.2.3.3 Reviewing documents.
- 3.2.3.4 Conducting interviews.
- 3.2.3.5 Collecting any other necessary information.
- 3.2.3.6 Analyzing and compiling findings, and
- 3.2.3.7 Reporting results to Bureau for Medical Services.

As allowed in 42 CFR §438.360, in an effort to avoid duplication, Bureau for Medical Services may exercise its authority to rely on other review results, such as Medicare or private accreditation reviews, as part of the MHT compliance review. Other review results will be used in cases, as determined appropriate by Bureau for Medical Services, where structural and operational standards overlap between the Medicaid review and the EQR Medicaid review (such as credentialing and recertification procedures, using practice guidelines, reporting processes to the MCO Board of Directors, approval of the Quality Improvement Committee). To assist the State in this determination, the Vendor

will monitor the Medicare and private standards and processes for review and make recommendations to Bureau for Medical Services as to where it may be appropriate to use the Medicare or private review to avoid duplication.

The MCOs will be required to provide to the State all the reports, findings, and other results of the Medicare or private accreditation review applicable to the Medicaid standards, from the previous three year period. The State will provide these reports to the Vendor. The MCO will continue to be subject to the Vendor review of those activities that are unique to the MHT program, such as review of grievance and appeals processes, timelines, and notifications regarding state fair hearing processes and Medicaid's Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) outreach and notices.

Information provided by the Vendor to Bureau for Medical Services must accurately and reliably summarize the performance of each MCO in each quality management area and identify areas for corrective action and performance improvement. The vendor will notify MCOs of the preliminary review findings and request corrective action plans for each area in which the MCO has not demonstrated sufficient compliance. The vendor may provide clarification and/or technical assistance to MCOs as necessary to develop and implement corrective action plans. It should then review the corrective action plans and incorporate these additional findings into the report.

3.2.4 MANDATORY REPORTS AND MEETINGS WITH THE STATE

3.2.4.1 EQRO Workplan

Vendor must develop an organized, integrated plan to evaluate the quality of MCOs participating in the West Virginia MHT program, incorporating each of the previously described tasks. The workplan must be submitted to Bureau for Medical Services, prior to beginning external quality review (EQR) activities. The workplan should specifically address how the vendor will conduct all EQR activities and reporting requirements in the most efficient way for both State and MCO staff.

3.2.4.2 Technical Report

The Vendor will provide a detailed technical report that describes the manner in which the data from all activities conducted in accordance with 42 CFR §438.358, which are listed under Tasks 3.2.1, 3.2.2, and 3.2.3, were aggregated and analyzed, and conclusions were drawn as to the quality, timeliness, and access to the care furnished by the MCO. The report must also include the following for each activity conducted in accordance with 42 CFR §438.358:

- 3.2.4.2.1 Objectives.
- 3.2.4.2.2 Technical methods of data collection and analysis.
- 3.2.4.2.3 Description of data obtained.
- 3.2.4.2.4 Conclusions drawn from each of the data.

All reports will not disclose the identity of any individual patient. As required in 42 CFR §438.364, the State will make copies of the report available to interested parties.

3.2.4.3 Annual Plan-Specific Reports

The Vendor will provide an annual plan-specific report to include:

- 3.2.4.3.1 An assessment of each MCO's strengths and weaknesses with respect to the quality, timeliness, and access to health care services furnished to Medicaid recipients.
- 3.2.4.3.2 Recommendations for improving the quality of health care services furnished by each MCO, based on the evaluation of the EQR activities.
- 3.2.4.3.3 An assessment of the degree to which each MCO has addressed effectively the recommendations for quality improvement made by the Vendor during the previous year's EQR.
- 3.2.4.3.4 A description of the objectives of the study and the technical methods of data collection and analysis.
- 3.2.4.3.5 Synthesis of results of all aspects of review and evaluation, including an assessment of how each plan is faring as compared to prior years' quality performance results.
- 3.2.4.3.6 Evaluations for actions to be taken by plans and timeframes for corrective actions to be implemented.

Reports should be developed so that Bureau for Medical Services staff can use the reports to develop on-going review and evaluation strategies for each plan and communicate the results of the final report along with these strategies to each plan. The vendor must submit draft MCO reports of the findings from the EQR activities for the Bureau to examine prior to the development of the annual plan-specific reports.

3.2.4.4 MCO Comparison Report

Vendor will provide a report to include comparative information about all MCOs, in a format as agreed upon by the State.

3.2.4.5 Periodic Meetings and Status Reports

Vendor's project manager will attend monthly half-day meetings of the Mountain Health Trust Task Force. In addition, the vendor will attend two half-day meetings with the Bureau each month to report progress.

The vendor will provide quarterly written status reports to Bureau for Medical Services.

3.2.5 MANDATORY REVIEW OF MCOS' PERFORMANCE IMPROVEMENT PROJECTS

Vendor must assist with the review of the MCOs' PIPs, as directed by the State. This assistance may include, but is not limited to, the following tasks:

- 3.2.5.1 Review of MCOs' PIP design (e.g., project selection and rationale).
- 3.2.5.2 Review of MCOs' performance measurement data.
- 3.2.5.3 Evaluation of PIPs' success against defined quality goals.
- 3.2.5.4 Monitoring of performance indicators after completion of the PIP to ensure sustained improvements.

3.2.6 MANDATORY DEVELOPMENT OF PERFORMANCE MEASURES FOR OTHER POPULATIONS

Vendor must assist with the development of performance measures for Aged, Blind, and Disabled and Special Needs populations.

- 3.2.6.1 Review of performance measurement data.
- 3.2.6.2 Evaluation of success against defined quality goals, and
- 3.2.6.3 Monitoring of performance indicators to ensure sustained improvements.

Optional Services: (3.2.7, 3.2.8 and 3.2.9)

The following additional services may be requested at a future time during the contract period. The response shall detail the process the Vendor will utilize to accomplish the goals of the Bureau. Individual pricing of these services will also be submitted separately from the services previously outlined.

3.2.7 Evaluate Home and Community Based Programs

3.2.8 Readiness Review and Annual Oversight for the Program of all Inclusive Care for the Elderly (PACE) which consists of:

- 3.2.8.1 Develop readiness review tool and performance measures.
- 3.2.8.2 Annual on-sight visit required that consists of a comprehensive assessment of the organization.
- 3.2.8.3 Fiscal soundness.
- 3.2.8.4 Comprehensive assessment of organization capacity to furnish all PACE services to all enrolled participants.
- 3.2.8.5 Detailed analysis of organization with all significant requirements of Section 1894 and 1934 of the Social Security Act. (What is the source? CFR? <http://www.ssa.gov/OPHome/ssact/title 19/1934.htm> and <http://www.ssa.gov/OP Home/ssact/title18/1894.htm>.)
- 3.2.8.6 Any regulations or other elements that CMS or the State authorizing agency find necessary.

3.2.9 Assist with a Pay for Performance (P4P) Model and evaluation for both providers and members in Mountain Health Choices Program.

3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds*: Not required.

3.3.2 *Insurance Requirements*:

The Vendor as an independent Contractor is solely liable for the acts and omissions of its employees and agents. Proof of insurance will be provided by the Vendor at the time the contract is awarded. The Vendor will maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from

acts, and omissions on the part of the Vendor, its agents and employees in the following amounts:

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

3.3.3 License Requirements:

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

3.3.4 Litigation Bond- N/A

3.3.5 HIPAA Business Associate Addendum:

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

3.3.6 Debarment and Suspension:

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

3.3.7 Drug Free Workplace Act of 1988:

Vendor will provide a drug free workplace, and an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession, abuse or use of a controlled substance in the performance of the Contract.

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

(This part of the RFP outlines the format the Vendor should follow in arranging the information, and the Agency should identify the information the Vendor is required to include.)

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 – Vendor's Experience in providing External Quality Review Organization Services.

Vendor must provide credible, detailed evidence of other experience in providing EQR services to other state Medicaid managed care programs and additional capabilities in providing the required services. Vendors must provide details of the background of the company/organization, the size and location of the company/organization, and the experience, capabilities, and resources of the company/organization which qualify and enable them to provide the service.

Vendor must meet the competence and independence requirements as specified in 42 CFR §438.354.

Vendor should provide three (3) Vendor references from similar projects within the last five (5) years should be included along with a detailed description of the work performed for each reference. Each referenced project must include at least one key staff member proposed for this project. References should also include:

- The names of the staff members who worked on the project.
- The time period of the project.
- The scheduled and actual completion date.
- The organization name, address, and current telephone number, and
- A specific contact person (name, title, and role in overseeing the Vendor's performance).

Section II – Understanding of Tasks and Workplan

Vendor must provide a proposed workplan, by task, discussing its approach to providing EQR services. An approach should be provided for each mandatory and each optional activity included in the Scope of Work. The workplan must demonstrate a clear grasp of the overall project and services to be provided with specific action steps that will guarantee the successful provision/completion of services. This workplan must detail how the vendor will perform/complete the services required in the RFP Scope of Work – Part 3.2 to be performed, while

dealing with any problems, unforeseen events, and opportunities the Vendor may encounter.

An explanation of how the Vendor will perform required activities in an efficient manner with regard to MCO and BMS staff time should be included. The workplan should also discuss, for each task, what functions staff will perform and what, if any, support will be needed from the Bureau.

Section III – Qualifications of Project Staff

Vendor should provide a functional organizational chart indicating the proposed project structure. Indicate on the chart or separately the name of each proposed staff member and the percentage of time each proposed staff member will be dedicated to this project, expressed in full-time employees (FTE). If nurse reviewers or other primary data collection staff will be hired after the contract is awarded, provide the number of FTEs the vendor plans to hire. Key project staff to be listed (vendor titles may differ) may include:

- Project director and/or project manager;
- Medical director and/or medical consultant;
- Health data analyst;
- Information system or database manager; and
- Nurse reviewer and/or other reviewers.

Vendor should provide job descriptions and resumes for the key project staff referenced above and any other staff who will work on any part of this contract, including optional tasks, specifying experience with vendor (or subcontractor) and relevant education, experience, and training.

Vendor should provide names, titles, and telephone numbers of at least two (2) persons not employed by the vendor who can give information on the project manager's experience and competence as related to the scope of work for this project.

If there is a subcontractor agreement, provide a copy of the agreement and a summary of the subcontractor's size, resources, location, and responsibilities under the contract. The primary contractor will assume ultimate responsibility for all subcontracted work.

The Department of Health and Human Resources reserves the right to reject any staff proposed or later assigned to the project and require the successful Vendor to remove them from the project. Whenever possible, the successful Vendor will notify the department within two (2) weeks prior to replacing any key staff.

Section IV – Cost Proposal

The Vendor must submit cost information for the first year of the contract and for each renewal period.

Costs should be broken out by task, including start-up costs, for each year.

The cost proposal, with the bidder's name, title, date, and signature, should be included with the technical proposal or attached thereto and shall contain:

- a) The total amount proposed including a "not to exceed" figure. The total "not to exceed" cost is to contain all direct and indirect costs including travel and out of pocket expenses.
- b) Optional Services may or may not be purchased by the agency.
- c) The Vendor will provide an all-inclusive hourly rate, for the pricing of additional services that the Department may purchase. The all-inclusive hourly rate will include all direct and indirect costs, to include travel and out of pocket costs.
- d) The Vendor is to submit costs following the cost proposal template, as laid out in RFP section 4.5.
- e) If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors 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	Vendor's Experience in providing External Quality Review Organization Services (Part 4.1, Section I)	30 Possible Points
Section II	Understanding of Tasks and Workplan (Part 4.1, Section II)	20 Possible Points
Section III	Qualifications of Project Staff (Part 4.1, Section III)	20 Possible Points
Section IV	Cost Proposal (Part 4.1, Section IV)	30 Possible Points
Total		100 Possible Points

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 technical points are listed above in Section 4.3. The minimum qualifying score on the technical portion is 49 points. 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 vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

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

	Year 1	Year 2	Year 3	Total all-inclusive cost per task
Start-up Costs				
Part 3.2.1				
Part 3.2.2				
Part 3.2.3				
Part 3.2.4				
Part 3.2.5				
Part 3.2.6				
Not to Exceed Total per Year				Grand Total

OPTIONAL SERVICES (Agency option to purchase)

	Year 1	Year 2	Year 3	Total all-inclusive cost per task
Start-up Costs				
Part 3.2.7				
Part 3.2.8				
Part 3.2.9				
Not to Exceed Total Per Year				Grand Total

All-Inclusive Hourly Rate for Pricing Additional Services

(For Bid Purposes Only Assume 100 hours)

Hourly Rate _____ X 100 Hours = _____

**Overall Grand Total for Cost Proposal for (Start-up Costs, Part 3.2.1-3.2.6),
Optional Services, (Start-up Costs, Parts 3.2.7-3.2.9) & Additional Services.**

Overall Grand Total \$ _____

Bidder

Signature

Title

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Requests for Proposal # BMS80461

- I. By execution of this Agreement, the Vendor certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the action that will be taken against employees for violation of such prohibition.
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The Vendor's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - C. Making it a requirement that each employee be engaged in the performance of the agreement is given a copy of the statement required by paragraph A;
 - D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under this agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for the violation occurring in the workplace no later than five days after such conviction.
 - E. Notifying the WV Department of Health and Human Resources within ten days after receiving notice under paragraph D(1), from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions, within 30 days of receiving notice under paragraph D(1), with respect to any employee whom is so convicted.
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
 - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E and F.

II. The Vendor's work site(s) for the performance of work in connection with the specific agreement, are listed below:

(Street address)

(Street address)

(City, county, state, zip code)

(City, county, state, zip code)

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide federal suspension or debarment (Section 34 CFR 85.615 and 34 CFR 86.620).

Vendor Name

Date

Certification Signature

Title

(Certification signature should be same as the Bid/Proposal Signature)

ABBREVIATIONS

CMS	Centers for Medicare & Medicaid Services
CY	Calendar Year
EPSDT	Early and Periodic Screening, Diagnostic, and Treatment
EQR	External Quality Review
EQTO	External Quality Review Organization
MCO	Managed Care Organization
MHT	Mountain Health Trust
P4P	Pay for Performance
PAAS	Physician Assured Access System
PACE	Program of all Inclusive Care for the Elderly
PCP	Primary care provider
PIP	Performance Improvement Projects
TANF	Temporary Assistance to Needy Families

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

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

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

Signature

Date

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

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

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

Name

last name

first name

middle initial

Maiden/Other Names

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

Current Address

street/box#

city

state

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

Social Security #

____ - ____ - _____

Date of Birth

____/____/____
month/day/year

Driver's License Number

State of Issue

Signature

Date

EMPLOYING UNIT INFORMATION

Office/Facility/Region/District

Contact Person

Fax Number

Phone Number

FOR OPS USE ONLY

HHS Match Outcome

Positive

Negative

GSA Match Outcome

Positive

Negative

Initial _____

Date _____

1132

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 owed 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 exceed 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: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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: _____