



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
 BMS80645

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 | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 03/12/2008 | | | | |

BID OPENING DATE: 04/02/2008 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| ADDENDUM NO. 2 1. TO MOVE BID OPENING FROM 3/19/2008 TO 4/2/2008. 2. REVISED SPECIFICATIONS AND QUESTIONS AND ANSWERS ATTACHED. 3. PLEASE NOTE: BMS80644 FOR THE ENHANCED POS CARE COORDINATION SYSTEM IS CANCELLED - HOWEVER, THE VENDOR QUESTIONS ARE WRITTEN AS ORIGINALLY RECEIVED. 4. ADDENDUM ACKNOWLEDGMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: BMS80645 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 NO. 2 NO. 3 NO. 4 | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | | |
|-----------|------|-----------------------------------|------|
| SIGNATURE | | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and 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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BID OPENING DATE: 04/02/2008 BID OPENING TIME 01:30PM

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|--|----------|-----|--------|-------------|------------|--------|
| | NO. 5 | | | | | |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE COMPANY DATE</p> <p>REV. 11/96</p> <p>END OF ADDENDUM NO. 2</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| 0001 | 1 | YR | | 962-47 | | |
| | | | | REQUEST FOR PROPOSAL | | |
| ***** THIS IS THE END OF RFQ BMS80645 ***** TOTAL: | | | | | | |

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Section 1.9.3 *Add the following text:* Please provide an electronic copy of the technical proposal in Word 2003.

Section 1.16 *Add the following text:* A demonstration of the vendor's product may be requested during the bid process.

3.2 Scope of Work (Modified)

The vendor will provide a clinical web portal that allows both pharmacy and medical providers, through an authorized log in, to view patient history for a period of at least twenty four (24) months. A desired feature of the clinical web portal is the capability to accept web-based prior authorizations and to transfer them to the Prior Authorization Help Desk for processing.

3.2.1 Minimum system requirements should include:

3.2.1.1 Coding and testing of the clinical web portal

3.2.1.2 Training for all prescribers and providers who express an interest in using the clinical web portal. .

3.2.1.3 The clinical web portal shall display twenty four (24) months of claims history received from the MMIS (including medical, pharmacy, laboratory, x-ray, institutional, etc.) and automatically edit diagnosis and/or procedure codes. In some cases, this may require the vendor to mine additional record layout data, accept additional fields and/or perform additional programming in order to use/apply the new data.

3.2.1.4 The vendor shall develop and implement monthly reports to monitor activity on the website. The content of the monthly report shall include the number of prescribers and pharmacists who access the website, the type of information accessed and/or downloaded from the website and any other information deemed appropriate by the Agency.

3.2.1.5 The vendor shall develop, conduct and distribute a survey, at one and two year intervals, of all providers and prescribers using the clinical web portal to assess their satisfaction with the product in areas such as level of training, ease in using the tool, and the level of assistance/support that it provides in treating patients.

3.2.1.6 The vendor will submit reports to the Bureau regarding frequency of use of the clinical web portal, provider satisfaction with the clinical web portal, and savings generated from use of the clinical web portal.

3/03/2008 v3

| # | RFP Section(s) | Page | Questions & Answers |
|----|---|----------------------|--|
| 1. | Request for Quotation, Title Page, Addendums, and attachments | 1, 18 or 19, 24 - 27 | <p>Q: There are different forms at the end of some of the RFPs. BMS80643 and BMS80644 have four forms, BMS80645 has only the Purchasing Affidavit. Are we required to submit a signed copy of the Request for Quotation (first page of RFP)? Is the Title Page to be signed? Please clarify which forms are required to be submitted with each proposal?</p> <p>A: Vendor must sign the Title Page of the RFP or the Request for Quotation (first page of the RFP).</p> <p><i>The following forms should be included: (See attached forms.)</i></p> <ul style="list-style-type: none"> • Debarment Form: OPS-ABC Revised 1-2006 • Agreement Addendum: WV-96 (Required if vendor adds terms/conditions.) • Purchasing Affidavit (Bidder is required to sign before award of contract.) |
| 2. | General | | <p>Q: What is the anticipated implementation timeframe?</p> <p>A: The preferable Design Development Implementation phase for this project would be five (5) months. We would look to the vendors' proposed solutions to outline details within this preference and understand there may be conditions that would lengthen or shorten this timeframe. It is our desire to implement this program as soon as possible.</p> |
| 3. | General | | <p>Q: What is the anticipated operations go live date?</p> <p>A: Please refer to answer #2.</p> |
| 4. | General | | <p>Q: What is the anticipated contract award date for RFP BMS80645 - clinical web portal?</p> <p>A: We estimate this date to be May 31st.</p> |
| 5. | General | | <p>Q: What is the anticipated contract start date for the services outlined in RFP BMS80645-clinical web portal?</p> <p>A: Please refer to answer #4. Assuming contract and award date will be the same.</p> |
| 6. | General | | <p>Q: What is the anticipated implementation date for services outlined in RFP BMS80645 clinical web portal?</p> <p>A: Please refer to answer #2.</p> |
| 7. | General | | <p>Q: There may be some clinical and economic synergies gained by integrating the three solutions requested in RFPs BMS80643, BMS80644, and BMS80645. How should vendors, that are bidding on multiple RFPs, convey the cost advantages to the State by leveraging the vendor's tools across multiple RFPs.</p> <p>A: Proposals may reference how their solutions could be used in combination with their solutions to the other RFPs, but each proposal will be judged upon its own merits.</p> |

| # | RFP Section(s) | Page | Questions & Answers |
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| 8. | General | | <p>Q: During the Pre-Bid meeting the state was asked if the intervention database already existed. The state responded that the intervention database would be a product of a coordination of care RFP that has not been awarded yet. Does the state recognize that the deliverables of the Clinical Web Portal are dependent on the availability of the intervention database and therefore dependant on the coordination of care system?</p> <p><i>A: Please note that the web portal requirements have changed and refer to the addendum to see these changes. Also note that the Coordination of Care RFP has been cancelled at this time and may be reissued at a later date.</i></p> |
| 9. | General (3.2) | | <p>Q: The last sentence on the first paragraph states "The vendor must provide a link from the coordination of care database to the clinical Web Portal". In fact would it be the responsibility of the vendor of the coordination of care system to supply the link from that system to the Web Portal?</p> <p><i>A: Please note that the web portal requirements have changed and refer to the addendum to see these changes. Also note that the Coordination of Care RFP has been cancelled at this time and may be reissued at a later date.</i></p> |
| 10. | General | | <p>Q: Due to the interdependency requirements between the coordination of care RFP and the Clinical Web Portal, it would be helpful to review the Coordination of Care RFP. Is this RFP currently available?</p> <p><i>A: Please note that the web portal requirements have changed and refer to the addendum to see these changes. Also note that the Coordination of Care RFP has been cancelled at this time and may be reissued at a later date.</i></p> |
| 11. | General | | <p>Q: The state indicated that a MS Word electronic version should be submitted as well as hardcopy. What version of Word would be preferred?</p> <p><i>A: Microsoft Office Word 2003</i></p> |
| 12. | General | | <p>Q: After reading the RFP and attending the pre-bid conference, it is difficult to envision the system flow as it relates to the proposed system interfaces with the Host MMIS and the Web Portal described in BMS80645. Is it conceivable that a diagram of the existing system/s and the proposed project as described be made available? It is difficult to understand the interface requirements.</p> <p><i>A: Please note that the web portal requirements have changed, simplifying the interface requirements.</i></p> |
| 13. | General | | <p>Q: How does BMS propose the roll out of the proposed system after the testing phase?</p> <p><i>A: With the mandatory requirements of an experienced vendor for this project, we would expect a proposed plan from the vendor to include this phase.</i></p> |
| 14. | General | | <p>Q: Does BMS have a preferred testing plan or does BMS require the vendor to develop the testing plan?</p> <p><i>A: With the mandatory requirements of an experienced vendor for this project, we would expect a proposed plan from the vendor to include this phase.</i></p> |

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| 15. | General | | <p>Q: Is a system demo required of the proposed solution and what are the criteria for the demo?</p> <p>A: <i>The Vendor shall provide the Evaluation Committee with a demonstration of their proposed system.</i></p> |
| 16. | General | | <p>Q: What is the desired or existing computer hardware/software and network infrastructure? It would be helpful to know this information to design the web portal interface for the proposed system.</p> <p>A: <i>The POS system hardware includes: 100 MB LAN, checkpoint firewalls, and CISCO routers. POS protocol includes support for any IP based transport (sockets, http, ftp, msmq, etc). POS compatibility includes any .NET remote program initiation methodology. The current timeout threshold is 12 seconds for the entire adjudication cycle. Note that the interface to the real time POS is no longer a requirement. See the Addendum.</i></p> |
| 17. | General | | <p>Q: What is the funding source (e.g., legislative appropriation, Medicaid Transformation Grant) for this project? How much is appropriated or funded for year one of the contract? Year two? Year three?</p> <p>A: <i>The source is Medicaid Transformation funds. \$4.2 million was awarded for the Enhanced Medication Management Grants to be spent over a period of two years. Grants were only awarded for a two-year period.</i></p> |
| 18. | General | | <p>Q: Can you provide hyperlinks to the RFPs associated with the prior authorization system and the coordination of care system?</p> <p>A: <i>Please refer to answer #10.</i></p> |
| 19. | 1.1 and 1.2 | 7 | <p>Q: These sections state "...to view their patient's pharmacy and medical claims as they are submitted." Please clarify the meaning of "as they are submitted."</p> <p>A: <i>It is assumed that data for the web portal would be an extract from the POS system and the MMIS system. The amount of time that would be allowed for extracting the claims and making the extract available to providers would be agreed upon by BMS and the Vendor, although it is desired that the Vendor would extract claims and make them available as soon as possible. This would depend upon the proposed solution from the Vendor. Proposals for other methods of obtaining data and making it available would be entertained.</i></p> |
| 20. | 1.2 | | <p>Q: What is meant by "complete" access to Medicaid member's medical and pharmacy history?</p> <p>A: <i>This means information from claims detail, not comprehensive access.</i></p> |
| 21. | 1.2 | | <p>Q: What is the source from which claims data will be downloaded and how will it be transferred?</p> <p>A: <i>The WV MMIS HealthPAS.</i></p> |
| 22. | 1.2 | | <p>Q: How will you determine if using the clinical web portal "will lower costs and improve the quality of care"?</p> <p>A: <i>See section 3.2.1.14. The vendor must provide an approved methodology and reporting.</i></p> |

| # | RFP Section(s) | Page | Questions & Answers |
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| 23. | 1.9.3 | | Q: Please confirm the numbers and types of originals and copies required in response to this RFP. The requirement of one electronic copy in Word was added at the pre-bid conference. Is this supposed to be one comprehensive electronic copy or an electronic copy for each of the technical and cost components? |
| | | | <i>A: There have been no deletions to the number of originals and copies as listed in section 1.9.3 (i.e. one original and cost proposal plus six convenience copies). We are asking for an additional technical proposal in an electronic Word (2003) format. Please see the addendum.</i> |
| 24. | 1.15.3 | | Q: Can you provide an excerpt of or hyperlink to this specific Code citation? |
| | | | <i>A: WV State Code, Chapter 29B – Freedom of Information is available at http://www.legis.state.wv.us/WVCODE/29B/masterfrmFrm.htm</i> |
| 25. | 1.18 | | Q: Is this document mandatory for all responders or just those currently owing a debt to the State? |
| | | | <i>A: All bidders must submit this document <u>prior to award</u>.</i> |
| 26. | 1.19.14 | | Q: Is there any provision for start-up costs or pre-implementation billing? |
| | | | <i>A: These would be made in connection with approved work plan deliverables that relate to start up or pre-implementation tasks.</i> |
| 27. | 3.1 | | Q: Can you provide a flowchart/overview of data and information exchange among the prior authorization system, the coordination of care system and the clinical web portal? |
| | | | <i>A: Please refer to answer #12.</i> |
| 28. | 3.1 | | Q: Within this flowchart/overview (see question #27), can you identify which data and information exchanges will be in real-time, batched and/or extracts? |
| | | | <i>A: It is assumed that the data for the web portal would be extracted from the POS system, and that there would not be a direct interface. However, this would depend upon the proposed and awarded solutions. Note that the Coordination of Care RFP (BMS80644) has been cancelled at this time and may be reissued at a later date.</i> |
| 29. | 3.1 | | Q: Is the POS coordination of care system a separate and currently active system? If so, who built it and are system specifications available? |
| | | | <i>A: No. Note that the Coordination of Care RFP (BMS80644) has been cancelled at this time and may be reissued at a later date.</i> |
| 30. | 3.1 | | Q: How will the POS coordination of care system hardware connect or interface with the clinical web portal hardware? |
| | | | <i>A: Note that the Coordination of Care RFP has been cancelled at this time and may be reissued at a later date. There is now not a requirement for a connection to the coordination of care system. See the Addendum.</i> |
| 31. | 3.2 | | Q: Does the intervention database currently exist? Who is responsible for providing/updating/maintaining the content of the intervention database? |

| # | RFP Section(s) | Page | Questions & Answers |
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| | | | <p>A: Note that the Coordination of Care RFP has been cancelled at this time and may be reissued at a later date. There is now not a requirement for a connection to the coordination of care system. See the Addendum.</p> |
| 32. | 3.2 | | <p>Q: Will the intervention update be tracked separately from the actual billing in order to provide real-time intervention updates to other pharmacists to avoid duplications of interventions? Will the pharmacist's electronic billing need to be submitted in real-time or can it be batched? If claims are batched, what is the time-span for batching and submitting a claim?</p> <p>A: Note that the Coordination of Care RFP has been cancelled at this time and may be reissued at a later date. There is now not a requirement for a connection to the coordination of care system. See the Addendum.</p> |
| 33. | 3.2.1 | | <p>Q: Are there performance and response time requirements for the clinical web portal?</p> <p>A: The clinical web portal would need to have close to the same system availability as the pharmacy POS.</p> |
| 34. | 3.2.1 | | <p>Q: Are there hardware platform requirements or server hosting specifications?</p> <p>A: The proposal should suggest appropriate platforms for hosting the portal. If at a future date, the selected system needs to feed into the fiscal agent's POS system, please be aware that the POS hardware interfaces include: 100 MB LAN, checkpoint firewalls, and CISCO routers. The POS protocol includes support for any IP based transport (sockets, http, ftp, msmq, etc). POS compatibility includes any .NET remote program initiation methodology.</p> |
| 35. | 3.2.1.12 | | <p>Q: Are edits of diagnosis and/or procedure codes required in real-time?</p> <p>A: Please note the BMS80644 (POS Coordination of Care) has been cancelled. No editing of diagnosis or procedure codes would be necessary for the clinical web portal, unless it was operating in conjunction with POS Coordination of Care System.</p> |
| 36. | 3.2.1.12 | | <p>Q: What real-time data transmissions (send/receive) are required via the clinical web portal?</p> <p>A: One component of the portal system may be to receive and feed real time intervention summary messages on an NCPDP 5.1 claim. The portal system may be fed non-real time data from the MMIS. BMS would entertain other possible solutions.</p> |
| 37. | 3.2.1.12 | | <p>Q: How should additional data mining and/or programming costs be addressed when responding to this RFP?</p> <p>A: The successful vendor should have the experience and expertise in recognizing and capturing the appropriate data for the web portal. There may be cases in which additional data may be accessed (from our database) in order to report the activity of a provider and /or patient.</p> |
| 38. | 3.2.1.13 | | <p>Q: What are acceptable survey-related costs that can be included in the response to this RFP?</p> <p>A: The vendor is responsible for payment of the total survey cost.</p> |

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| 39. | 3.2.1.14 | | <p>Q: What methodology will be used to measure and calculate savings generated from clinical interventions made by pharmacy providers through the clinical web portal? Is there an anticipated savings threshold for return on investment?</p> <p><i>A: Please refer to answer #22. There is not an estimate for anticipated savings. It is hoped that this program could generate savings that would fund the continuation of the service.</i></p> |
| 40. | 3.2.1.9 | | <p>Q: How many users, for both prescribers and providers, do you anticipate participating in the project?</p> <p><i>A: There are approximately 600 pharmacies that submit claims on the MMIS. It is unknown how many will participate at this time.</i></p> |
| 41. | 3.2.1.9 | | <p>Q: What is your preferred method for training (e.g., face-to-face, computer based training [CBT], other)?</p> <p><i>A: We prefer face-to-face training until the program is established. At that time we would consider utilizing other methods such as CBT.</i></p> |
| 42. | 4.1 | | <p>Q: What is the anticipated implementation date for this project?</p> <p><i>A: Please refer to answer #2.</i></p> |
| 43. | General | | <p>Q. Is this a new purchase? If not, what is the name of the incumbent contractor?</p> <p><i>A. This is a new purchase.</i></p> |
| 44. | General | | <p>Q. What is the estimated total value of the contract to be awarded? Will this be a firm-fixed price?</p> <p><i>A. Because we use the method of best value purchasing for bid evaluations, an estimated value of a contract is not disclosed to potential bidders. It will be a firm-fixed price contract.</i></p> |
| 45. | General | | <p>Q. What is the contact information for the Program Manager or Technical Lead for the contract?</p> <p><i>A. The program manager is Peggy King, Director of Pharmacy Services and the Technical Lead for the project is Vicki Cunningham, Drug Utilization Review Coordinator.</i></p> |

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

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

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

Signature *Date*

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

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

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

Name _____
last name *first name* *middle initial*

Maiden/Other Names _____
(This should include other married names by which you have been known.)

Current Address _____
street/box# *city* *state*

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

Social Security # _____ - - _____ **Date of Birth** _____
month/day/year

Driver's License Number _____ **State of Issue** _____

Signature *Date*

| EMPLOYING UNIT INFORMATION | |
|---------------------------------|----------------|
| Office/Facility/Region/District | Contact Person |
| Fax Number | Phone Number |

| FOR OPS USE ONLY | | | |
|-------------------|--------------------------|----------|-----------------------------------|
| HHS Match Outcome | <input type="checkbox"/> | Positive | <input type="checkbox"/> Negative |
| GSA Match Outcome | <input type="checkbox"/> | Positive | <input type="checkbox"/> Negative |
| | | Initial | Date |

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court 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 to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. 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. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
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. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **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: _____

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: _____

Mandatory Pre-Bid Meeting for
RFP BMS80645

Please Print

Date: February 15, 2008 at 1:30 PM

SIGN IN SHEET

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD.

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|---|---|---|
| Company: <u>Unisys</u> Rep: _____ Email Address: <u>Tony.Morton@Unisys.com</u> | <u>1600 Pennsylvania Ave</u> <u>Charleston, WV</u> | PHONE <u>(304) 348-3308</u> TOLL FREE FAX |
| Company: <u>COI IT SOLUTIONS</u> Rep: <u>Homer Sweeney</u> Email Address: <u>Homer.Sweeney@COICORP.COM</u> | <u>3200 KENNETH TOWNSEND DRIVE</u> <u>SOUTH CHARLESTON, WV 25303</u> | PHONE <u>(304) 746-8243</u> TOLL FREE FAX <u>(304) 746-8271</u> |
| Company: <u>AQS Stewart</u> Rep: <u>David Deal</u> Email Address: <u>David.deal@aqs-inc.com</u> | <u>2810 N. Parkway Rd.</u> <u>Suite 210</u> <u>Richwood, W VA 23294</u> | PHONE <u>804-965-8288</u> TOLL FREE FAX <u>804-644-0644</u> |
| Company: <u>GOLD STANDARD INC</u> Rep: <u>JANIS WILLIAMS</u> Email Address: <u>JANIS.WILLIAMS@ID-HENRY.COM</u> | <u>302 KUBITS RIVER AVE # 303</u> <u>TAMPA FL 33602</u> | PHONE <u>813-519-2752</u> TOLL FREE FAX <u>800-375-0943</u> |
| Company: <u>Terradon Communications</u> Rep: <u>Jared A. Tucker</u> Email Address: <u>jared.tucker@terradon.com</u> | <u>401 Jacobson Drive</u> <u>Poca, WV 25159</u> | PHONE <u>304-755-1324</u> TOLL FREE FAX <u>304-729-9203</u> |

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RFP BMS80645

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Page 2 of 2

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FIRM & REPRESENTATIVE NAME MAILING ADDRESS TELEPHONE & FAX NUMBERS

| | | |
|---|--|--------------------------------|
| Company: <u>MV Interactive (NL, Inc)</u> | <u>10 Hale St, 3rd Floor</u> | PHONE <u>304-414-0265 x104</u> |
| Rep: <u>Jason Johns</u> | <u>Charleston, WV 25301</u> | TOLL FREE |
| Email Address: <u>jjohns@nlcusa.com</u> | | FAX <u>304-414-0266</u> |
| Company: <u>HEALTH INFORMATION DESIGNS</u> | <u>391 INDUSTRY DRIVE</u> | PHONE <u>334-466-3096</u> |
| Rep: <u>JIM WALLACE FOR JIM COSON</u> | <u>AUBURN, AL 36832</u> | TOLL FREE |
| Email Address: <u>jim.wallace@midline.com</u> | | FAX <u>866-758-9752</u> |
| Company: <u>Deloitte Consulting</u> | <u>1012 Kanawha Blvd East</u> | PHONE <u>304 348 0886</u> |
| Rep: <u>Kenneth J Smith</u> | <u>2nd Floor - Deloitte Consulting</u> | TOLL FREE |
| Email Address: <u>kensmith@deloitte.com</u> | <u>Charleston, WV 25301</u> | FAX <u>412 402 8887</u> |
| Company: <u>e Services Group</u> | <u>7340 EXECUTIVE WAY</u> | PHONE <u>301-698-2641</u> |
| Rep: <u>DAVE WALSH</u> | <u>SCITE RM</u> | TOLL FREE |
| Email Address: <u>DWALSH@ESRV.COM</u> | <u>FREDERICK MD 21704</u> | FAX |
| Company: _____ | | PHONE |
| Rep: _____ | | TOLL FREE |
| Email Address: _____ | | FAX |

Mandatory Pre-Bid Meeting for RFP BMS80645

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STATE OF WV