



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  
**BMS90007**

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
01/25/2009				

BID OPENING DATE: **03/03/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		961-20		
<b>REQUEST FOR PROPOSAL</b> ***** <b>MANDATORY PRE-BID MEETING IS SCHEDULED FOR 1:30 PM ON 2/11/2009 AT 350 CAPITOL STREET, ROOM 251, CHARLESTON, WEST VIRGINIA</b> <b>NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</b> *****						
<b>UTILIZATION MANAGEMENT &amp; PRIOR AUTHORIZATION SERVICE</b>  THE BUREAU FOR MEDICAL SERVICES IS REQUESTING PROPOSALS TO OBTAIN THE SERVICES OF A QUALIFIED VENDOR TO PROVIDE UTILIZATION MANAGEMENT/PRIOR AUTHORIZATION SERVICES FOR THE BUREAU FOR MEDICAL SERVICES, BUREAU FOR CHILDREN AND FAMILIES, AND BUREAU FOR BEHAVIORAL HEALTH AND HEALTH CARE FACILITIES.  MANDATORY VENDOR PREBID MEETING IS SCHEDULED FOR 03/03/2009 AT 1:30 PM AT 350 CAPITOL STREET, CHARLESTON, WV 25301.  <b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</b>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

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 ROOM 251  
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 25301-3709 304-558-1737**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>01/25/2009</b>				

BID OPENING DATE: **03/03/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>***** THIS IS THE END OF RFQ BMS90007 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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**REQUEST FOR PROPOSAL  
BUREAU FOR MEDICAL SERVICES**

**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 (DHHR), Bureau for Medical Services, hereinafter referred to as "Agency", to provide all utilization management and prior authorization services for the Agency and specifically the Bureau for Medical Services (BMS), the Bureau for Behavioral Health and Health Facilities (BHFF), and the Bureau for Children and Families (BCF). This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, 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 the services of a qualified vendor that has Medicaid and child welfare experience and expertise in utilization management. The agency prefers to contract with a qualified (federally designated quality improvement organization) (QIO) firm experienced in conducting medical necessary review, social necessary, and utilization management (UM).

**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, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115  
roberta.a.wagner@wv.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 this RFP has been released.**

**1.5 Vendor Registration:**

Vendors participating in this process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order 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.**

Any specification or statement containing the word "must", "shall", or "will" are mandatory. Section 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the vendor agrees to all mandatory deliverables described herein. Section 4 describes RFP response requirements, which may be mandatory. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement 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** 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 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#: BMS90007  
Opening Date: 3/3/2009  
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 disclosure 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.....	<u>01/30/2009</u>
Vendor's Written Questions Submission Deadline.....	<u>02/12/2009</u>
Mandatory Prebid Conference.....	<u>02/11/2009</u>
Addendum Issued.....	<u>02/17/2009</u>
Bid Opening Date.....	<u>03/03/2009</u>

### 1.17 Mandatory Prebid Conference:

A mandatory prebid conference shall be conducted on the date specified above at 1:30 PM. Said conference will be held at 350 Capitol Street, Room 251, Charleston, West Virginia 25301. **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 four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

*1.19.11 Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

*1.19.12 Contract Termination:*

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated 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, Progress Payments, & Retainage:*

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

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

*1.19.15 Liquidated Damages: (Agency Option if appropriate)*

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$1,000.00 per week for failure to provide deliverables. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

*1.19.16 Record Retention (Access & Confidentiality):*

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

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

## **PART 2 OPERATING ENVIRONMENT**

- 2.1 Location: Agency is located at 350 Capitol Street, Room 251, Charleston, WV 25301.
- 2.2 Background: The Bureau for Medical Services (BMS), the Bureau for Children and Families (BCF), and the Bureau for Behavioral Health and Health Facilities (BHFF) are seeking a vendor to provide a quality comprehensive utilization management system that would be used across Bureaus. The program would prior authorize both behavioral health and medically necessary services as well as socially necessary services. The system will also be able to provide accurate and timely data reports on service utilization for all services under this RFP.

## **PART 3 SCOPE OF WORK**

### **3.1 General Requirements**

- 3.1.1 Vendor is to manage program utilization through prior authorization and intensive case management to assure that those services, which are covered by Medicaid, BCF and BHFF, are sufficient in extent, duration, and scope, that the provision of those services are appropriately documented in provider and recipient files, and that the services rendered are authorized within the Medicaid, Child Welfare and Behavioral Health Program coverage and benefit limitations in effect as of the date of service.
- 3.1.2 Vendor is responsible for any data processing or systems modifications required to accomplish systems access during the life of the contract without the requiring of modifications to the existing (agency) systems.
- 3.1.3 Vendor is to maintain secure electronic communication with Bureau for Medical Services (BMS), BCF, BHFF, and/or contractors which have financial, case management, and/or custody responsibilities for members.
- 3.1.4 Vendor is to have a communication plan that will provide feedback to the Medicaid Program and our sub contractors, which will assist in the statewide administration of the Medicaid Program, Child Welfare and BHFF, through generating utilization profiles on all the program areas subject to review and utilization management.
- 3.1.5 Vendor is to communicate denial notices to the provider, member, and/or member's legal representative when appropriate, and how they will specify what elements of admission and continued stay criteria were not met, and include provider/ practitioner reconsideration and the member's right to appeal for state fair hearing.
- 3.1.6 Vendor is to meet the same requirements concerning the Medicaid agency's obligation to assure that services reimbursed by Medicaid are medically necessary, appropriate, provided in the appropriate setting, and most cost effective manner for that target population identified. – (such as the Bureau for Children and Families and covered under their "special medical card" process, for out of state residential facilities under a provider agreement with the Bureau for Children and Families.)
- 3.1.7 Vendor is to perform functions necessary to support compliance with state and federal requirements for medically necessary services.
- 3.1.8 Vendor is to have the capacity to accept all prior authorizations in a web based format.

- 3.1.9 Vendor is responsible for providing service and retrospective reviews for authorizations requests as outlined in policy.
- 3.1.10 Vendor is responsible for providing start-up and operations tasks and subtasks including access to agency or other systems including the Medicaid Management Information System (MMIS) and the Family and Children's Tracking System (FACTS), utilization review and authorization of utilization management of all behavioral and medical services listed and socially necessary services in this document. The Families and Children Tracking System (FACTS) bi-directional interface and all of the associated electronic data structures, data transmittal processing and application functionality will remain unchanged. The Vendor is required to accept data transfers in the current formats and correct exceptions for processing. This includes but is not limited to changes in the client identification that supports utilization reporting.
- 3.1.11 Vendor is to provide timely reports and accurate reporting and analysis of practices for all areas of review. This plan may be accomplished through, but not limited to, such activities as accurate and timely data reporting, trend analysis, and retrospective reviews for authorization and meeting of invoicing requirements of BCF, BMS, and BHHF.
- 3.1.12 Vendor is to assure that denial notices specify criteria which were deemed "not met" in the behavioral or medical necessity review or socially necessary review.
- 3.1.13 Vendor is to receive requests via secure electronic media, web based, telephonic, or written request through the mail for all services that require medical necessity. Vendor is to receive web based requests for all socially necessary services.
- 3.1.14 Vendor is to develop, utilization and on-going analysis of a basic medical/behavioral health assessment (which may be standardized and specified by the Department) to be used for initial and on-going assessment of consumer progress in treatment, identification of appropriateness of level of service, and for preparation of certain federal reports ( NOMS , TEDS, URS tables, Block grant report requirement); said assessment shall include a specific subsection for individuals with addictive disorders and/or children/adolescents; information to be collected from State psychiatric hospitals, upon entry into the system, at regular intervals and at critical treatment junctures; production of requested reports as necessary; also, collection of the same basic demographic information regarding individuals admitted to private free-standing or distinct part psychiatric hospitals as diversion from state-operated psychiatric hospitals upon admission.
- 3.1.15 Vendor is to collect and process basic information about persons served under the Clinic and Rehabilitation, Psychology, and other behavioral health specialty manuals including demographic information, diagnosis, medical eligibility for service, level of service need and other basic service information; information to be collected upon initial entry into the system, at regular intervals and at critical junctures.
- 3.1.16 Vendor is to collect and process the same basic information submitted by licensed behavioral health providers and socially necessary providers as required by the Department in contract/enrollment for individuals who are uninsured, other third party insured, or receiving services not funded by Medicaid; information to be collected upon initial entry into the system, at regular intervals, and at critical treatment junctures.
- 3.1.17 Vendor is to collaborate with the Department's fiscal agent in order to collect data necessary to produce quarterly reports regarding service utilization, prior

authorization, and demographics; processing of such reports as necessary. Including but not limited to claims analysis related to the services that receive prior authorization.

- 3.1.18 Vendor is to provide technical assistance and training for BHHF providers regarding trends/performance/documentation/assessment/medical eligibility for services as requested not to exceed one per month in each agency region.

The Department agrees to provide the following:

Arrange for meetings with appropriate Department personnel for ongoing discussions and briefings with Vendor personnel as necessary and/or requested in order to meet the service requirements of this contract.

Use its best efforts to process for payment, in accordance with State law, Vendor's legitimate and uncontested invoice, for goods and services which have been delivered and accepted. Contractual charges must be submitted in a State approved invoice format.

Provide to the Vendor copies of all current administrative regulations, policies and guidelines which are applicable to the performance of the Vendor's duties.

### **3.1.2 Mandatory Requirements**

- 3.1.2.1 Vendor shall meet the federal requirements concerning the Medicaid agency's obligation to assure that services reimbursed by Medicaid are necessary and appropriate and provided in the appropriate setting and most cost effective manner. (42 CFR Part 456 Subpart B)
- 3.1.2.2 Vendor shall be responsible for authorizing services in conformance with current Medicaid Program coverage policy and benefit limitations. To meet this requirement, the Vendor must validate the member eligibility and Managed Care Organization (MCO) enrollment status of each request. If the member is assigned to an MCO or has other primary insurance coverage, the provider must be notified that the request must be submitted to the primary payer in conformance with the coverage, rules and procedures of the MCO or primary payer. If service is not covered by the MCO or primary payer, Medicaid will not cover.
- 3.1.2.3 Vendor shall provide prior authorization services as outlined in the member's benefit plan and the vendor is to respond within a 48 hour time frame for any prior authorizations requests. Vendor shall provide a process for reconsideration to that takes no longer than 48 hours.
- 3.1.2.4 Vendor shall authorize the most economically advantageous item or service deemed to meet the member's behavioral or medical requirements.
- 3.1.2.5 Vendor shall refer any instances of suspected fraud to the Bureau's Office of Quality and Program Integrity (OQPI). Instance of suspected fraud in the delivery of socially necessary services shall be reported to the BCF Office of Finance and Administration.
- 3.1.2.6 Vendor shall attend and participate in member hearings as requested or on behalf of a member who disputes their denial of services. The Vendor is to attend the hearing either in person or telephonically, whatever is required by the Bureau's.

- 3.1.2.7 Vendor shall maintain a main office and professional staff in a separate location from the state agency or Medicaid Bureau. The vendor shall have the main office located in West Virginia due to frequent meetings with BMS, BHHF, and BCF staff. The vendor may have other satellite offices located throughout WV but staff shall be located and managed in WV. Professional staff shall include at a minimum registered nurses, physician advisors, psychiatrists, licensed psychologists, licensed MSW's, and physicians available for review and reconsideration.
- 3.1.2.8 For all review activities for which there is national standard criteria available, the Vendor must identify those criteria (Interqual is preferred but not required), and provide an analysis of the pros and cons of utilizing said criteria in the West Virginia Medicaid contract. The Bureau may, at its option, require use of any or all criteria sets so identified. Also, Council on Accreditation (COA) standards or other standards as identified and recommended by BCF.
- 3.1.2.9 Vendor must review and stay current with evidenced based criteria, and if appropriate and necessary, recommend updates and/or alternative criteria. If there is no specified criteria for a requested non-covered service at the request of the bureau the vendor will research and render a recommendation subject to Bureau's approval.
- 3.1.2.10 All tracking of information for statistical and reporting purposes must be performed utilizing Medicaid member ID, Family and Children's Tracking System (FACTS) Client ID, and provider ID numbers, in addition to any Social Security numbers and/or provider FEIN numbers.
- 3.1.2.11 Any denial notices, shall be communicated in writing to the referring practitioner, provider of services, admitting facility, member and legal representative. Any approval notices shall be communicated in writing as deemed appropriate by Bureau.
- 3.1.2.12 Any denial notices shall identify criteria which were deemed not met during the review process and advise the practitioner of the reconsideration process and the member of their right to appeal.
- 3.1.2.13 Vendor shall have a system to ensure emergency admissions, or an admission in which member eligibility for the service is determined retroactively, will be subject to retrospective review.
- 3.1.2.14 Vendor shall issue prior authorizations through direct entry into the prior authorization module of the Medicaid Management Information System (MMIS) or through the electronic interface with FACTS and MMIS or other means with approval from the Bureau.
- 3.1.2.15 Vendor shall review both in network and out of network services for medically necessity at the closest in network location. This also applies to the services covered by the BCF "special medical card", group residential facilities and Psychiatric Residential Treatment Facilities (PRTF's) located outside the borders of WV, the WV Children's Home and Socially Necessary Services.
- 3.1.2.16 Retroactive Quality Review - A review for Socially Necessary Services covered by the Bureaus shall be conducted by the vendor. This review process shall include analysis of the services provided by the specific provider, an assurance that the staff providing the service and/or the agency have the appropriate and current credentials necessary and that the case documentation and invoice reflect that the service was



provided according to the established UM Guidelines. Providers shall be reviewed on an 18 month cycle unless a request is made by either Bureau for a specific provider(s).

- 3.1.2.17 Vendor shall provide the BCF OF&A a schedule of retroactive quality reviews to be conducted on Socially Necessary service providers. The BCF OF&A shall provide a sampling of invoices to the vendor for claims made for socially necessary services. As a part of the retrospective review, the vendor shall review the supporting documentation in the provider records to ensure the services invoiced and paid for have been provided and all reports have been sent to the Department.
- 3.1.2.18 Any work product developed during the course of implementation cannot be considered proprietary.
- 3.1.2.19 Vendor shall provide BMS a schedule of all retroactive quality reviews to be conducted for BMS service providers. As a part of the review process the vendor shall propose a quality management plan for the BMS services as well as a schedule of the review cycle. This will include all the total quality management services for the Title XIX Mental Retardation/ Developmental Disabilities Waiver in order to meet the CMS standards for the program.
- 3.1.2.20 Vendor shall indicate use of any subcontractor and obtain BMS approval for the subcontractor.
- 3.1.2.21 Vendor shall submit to a readiness review at least 30 days prior to implementation.
- 3.1.2.22 Vendor shall at the expiration of this contract or at any time that the Agency desires a transition of all or any part of the duties or obligations the Vendor will be given sixty day notice. A turnover process will commence immediately at no cost to the agency.
- 3.1.2.23 In the event that a subsequent vendor is unable to assume operations on the planned date of transfer, the Vendor will continue to perform all services on a month to month basis for up to six months beyond the planned turnover date.
- 3.1.2.24 The vendor will complete a turnover plan within 180 days of the contract award and the plan must be approved by BMS.

### **3.1.3 REPORTING (Mandatory)**

- 3.1.3.1 Standard on-going reports shall be generated at a fixed time each month as agreed upon by all parties. Any change in the agreed upon time for generating standard reports will be agreed to in a formal written document. Only upon the written direction of agency, shall the Vendor supply copies of information and reports to other parties.
- 3.1.3.2 Vendor shall provide the agency and the agency's sub-contractors with ad hoc reports as requested. No report request should take longer than 14 days to complete.
- 3.1.3.3 Vendor shall generate accurate and timely monthly reports to the agency and its sub contractors.
- 3.1.3.4 Monthly Report on service utilization with year to date totals.
- 3.1.3.5 Monthly Number of members approved, denied services, and overall approval and denial rates.

- 3.1.3.6 Monthly Number and disposition of requests for reconsideration and overall approval and denial rates.
- 3.1.3.7 Monthly Reports to include the cost of the services and the cost of UM activity.
- 3.1.3.8 Quarterly Report on all training and technical assistance activities related to utilization management activities.
- 3.1.3.9 Vendor is to provide diagnostic, and symptomatology reports for behavioral health services.

#### 3.1.4.1 UTILIZATION/PRIOR AUTHORIZATION SERVICES

Vendor is to assure that the following factors are considered or verified prior to issuing approval for covered services. Note: the fiscal agents of Medicaid and subcontractors' online system can assist with the verification of some of the following factors:

- Verify member eligibility and Managed Care Organization (MCO) coverage.
- Verify BHHF eligibility.
- Verify referral for socially necessary services by BCF workers.
- Verify provider and facility enrollment.
- Verify and communicate to agency if there are other payer sources involved with the services being requested, i.e., Rehabilitation, Workers' Compensation, Third Party.
- Verify that the service requested is actually covered by the Benefit Plan.
- Verify service limits or if there are limitations attached to the coverage.
- Verify that the appropriate CPT/HCPCS codes and service codes have been identified for the service requested.
- Professional staff ( such as Physician Advisor, Nurse Reviewer, Social Worker) must be able to review for behavioral and medical necessity, social necessity, appropriateness, cost efficiency and approve services based on Medicaid coverage, SN coverage, and behavioral health coverage guidelines, limitations, and eligibility.
- Accommodate the use of the National Provider Number (NPI)

#### 3.1.4.2 BUREAU FOR CHILDREN & FAMILIES

The BUREAU OF CHILDREN & FAMILIES provides and/or arranges for a variety of social services that are socially necessary (SN) for children, youth and families in WV. The Social Services to be covered are those direct services covered under Child Protective Services (CPS), Youth Services (YS), Foster Care and Adoption. Vendor is to utilize established Socially Necessary definitions according to BCF policies and standards. Any deviation from these standards must have BCF prior approval. Vendor is to work collaboratively with the Department and to perform functions necessary to support compliance with state and federal requirements for Child Welfare Services (Family Support, Family Perseveration, Foster Care, Reunification and Adoption.)

The following list of services require prior authorization. Specific definitions of services may be subject to change due to changes in federal or state regulations, or changes in state child welfare policy.

- a) Needs Assessment/Service Plan
- b) Case Management
- c) Adult Life Skills
- d) General Parenting
- e) Individualized Parenting
- f) Child-Oriented Activity
- g) Group Child-Oriented Activity
- h) Public Transportation Family
- i) Private Transportation
- j) Agency Transportation
- k) Safety Services
- l) Emergency Respite
- m) Supervision
- n) Social/ Emotional Support
- o) Comprehensive Assessment and Planning System (CAPS) Family Assessment
- p) Case Management (CAPS)
- q) Family Crisis Response
- r) Respite
- s) Home Maker Services
- t) Supervised Visitation One
- u) Supervised Visitation Two
- v) Multi disciplinary treatment team (MDT) Attendance
- w) In State Home Study
- x) Out of State Home Study
- y) Intervention Travel Time
- z) Transport Time
- aa) Connection Visit
- bb) Daily Respite
- cc) Tutoring
- dd) Lodging
- ee) Meals
- ff) Intensive Therapeutic Recreation Exp
- gg) Pre-Reunification Support
- hh) Away From Supervision Support
- ii) Public Transportation One
- jj) Public Transportation Two
- kk) Public Transportation Three
- ll) Private Transportation One Foster Family
- mm) Private Transportation Two Foster Family
- nn) Private Transportation Three Foster Family
- oo) Agency Transportation One
- pp) Agency Transportation Two
- qq) Agency Transportation Three
- rr) Chafee Pre Placement
- ss) Chafee 2/1
- tt) Chafee 2/2
- uu) Crisis Respite
- vv) Lodging Pre Adoptive
- ww) Meals Pre Adoptive
- xx) Family and Needs Assessment
- yy) Individual Review
- zz) Community Based Teams

**BUREAU FOR CHILDREN & FAMILIES – Optional Services****aaa) Other Socially Necessary Services - (Optional)**

Prior authorization and retrospective reviews of additional SN services approved by the BCF.

**3.1.4.3 BUREAU FOR HEALTH & HEALTH FACILITIES**

Current list of BHHF services or programs requiring prior authorization. Specific codes or services may be subject to change due to changes in national codes, changes in federal or state regulations, or changes in state BHHF policy.

- a) Forensic Psychiatric
- b) Forensic Psychological
- c) Targeted Case Management
- d) Service Coordination
- e) Behavioral Health Specialty, Clinic and Rehab
- f) Behavioral Health Services for the uninsured
- g) Psychiatric Admissions- Inpatient private and state
- h) Psychiatric Residential Treatment Facilities (PRTF)
- i) Substance Abuse Residential
- j) Preparation of Waiver Packets
- k) Behavioral Health Support Services
- l) Peer support services
- m) Mental Health Supervised Residential
- n) Crisis Intervention

**3.1.4.4 BUREAU FOR MEDICAL SERVICES**

Current list of Bureau for Medical Services (Medicaid) services or programs requiring prior authorization. Specific codes or services may be subject to change due to changes in national codes, changes in federal or state regulations, or changes in state Medicaid policy.

Each of the broad general service areas listed below have a number of different components which will be subject to medical necessity review, authorization, and reporting. The Bureau utilizes MCO services for a part of its population. For those services which are MCO covered, and for members who are assigned to an MCO, the utilization review prior approval requirements are the responsibility of the MCO, (subject to the coverage, rules, and authorization procedures specific to the MCO) not to be subject to review by the potential vendor bidding on this RFP.

**a) Targeted Case Management (TCM)**

Vendor is to review all targeted case management service requests requiring prior authorization. Vendor may only PA TCM requests for one provider per member if requested by BMS.

**b) Clinic, Rehab Services and Crisis Stabilization**

The Vendor is to review all clinic, rehabilitation services, and crisis stabilization requests requiring prior authorization. The vendor is to certify and recertify Assertive Community Treatment teams.

c) General and Acute Care Inpatient Hospital Admission and Continued Stay review.

All inpatient admissions are to be reviewed subject to the Agency approved criteria.

All inpatient psychiatric admissions are subject to continued stay reviews. The initial admission will be assigned a length of stay not to exceed four (4) days, with continued stay re-certification consistent with the patient's needs as defined by the applicable criteria. Any inpatient stays not paid by DRG will be subject to continued stay.

Prior authorization/review of extended stay beyond four (4) days for individuals diverted to private free-standing or distinct part psychiatric hospitals as diversion from state-operated psychiatric hospitals; authorization to be provided or denied within 24 hours of request (excepting weekends/holidays); evaluation of appropriateness to be conducted by a licensed clinical behavioral health professional or medical professional with behavioral health experience.

d) Psychiatric Inpatient Facilities, Psych Under 21 years of age, and Psychiatric Residential Treatment Facilities (PRTF) for Individuals under 21 years of age (In State and Out of State)

Vendor is to prior authorize all PRTF services (In State and Out of State), to be provided within 48 hours of request; authorization to be evaluated by a licensed clinical behavioral health professional or medical professional with behavioral health experience or behavioral health professional in direct supervision for licensure.

Documentation will consist of State specified, plus any other Vendor specified documentation. Any admission or continued stay approval must establish subsequent review intervals.

Approval and denial notices will be communicated electronically to the referring practitioner or facility, the admitting facility, the member's legal representative, and if the child is involved in the child welfare system of agency, the specific Bureau within agency (BCF/BHMF) and the agency case worker must also receive a copy of the notice.

Notices of children/youth who have stabilized or are not making satisfactory progress to where they may not meet medical necessity criteria will be communicated electronically to the facility at which the child/youth is placed and the appropriate Bureau(s) within agency.

e) Organ Transplant Services

Vendor is to review all requests for organ transplant services for prior authorization. Vendor may recommend additional or alternative criteria, which may be implemented upon approval by the Bureau for Medical Services. Vendor is to perform continuing medical case management for post operative organ transplant patients.

f) Partial Hospital Services

Vendor is to review all requests for partial hospital services for prior authorization. Vendor is to review for medical necessity and authorize services subject to coverage, policy, and limitations with established criteria.

g) Inpatient Rehabilitation Services for Individuals through 20 years of age in Freestanding Rehabilitation Facilities

Review admission referrals from professional medical practitioners, and make a determination based on the referral information treatment plan, and in light of established criteria, that the services required by the member can only be provided in an inpatient setting.

The Vendor is to certify medical necessity for initial admission and designate an initial length of stay and perform periodic re-certifications for continued stay until the member has either aged out of the rehabilitation service, or reached maximum rehabilitation potential.

h) General Dentistry, Orthodontic and Oral Health Services

Vendor is to review general dentistry, orthodontic and oral/maxillofacial procedures/services that require prior authorization. Requests for prior authorization must include x-rays and dental molds as appropriate.

i) Occupational Therapy (OT)/ Physical Therapy (PT)

Vendor is to review occupational and physical therapy requests after members have received twenty (20) visits per calendar year.

Vendor is to monitor the members benefit plan to assure that the allowances (20 therapies Occupational Therapy, Physical Therapy, Speech Therapy combined) are not exceeded for basic plan members.

j) Speech (ST)/ Language, and Audiology Services

All specified speech/language and audiology services to include hearing aids, speech generating devices and cochlear implants require prior authorization.

Vendor is to monitor the members benefit plan to assure that the allowances (20 therapies Occupational Therapy, Physical Therapy, Speech Therapy combined) are not exceeded for basic plan members.

k) Durable Medical Equipment/Medical Supplies

Vendor is to review all durable medical equipment/ medical supplies requests for equipment/supplies requiring prior authorization.

l) Orthotic and Prosthetic Services

Vendor is to review all orthotic and prosthetic requests for devices requiring prior authorization.

m) Chiropractic Services

Vendor is to review all chiropractic service requests for services requiring prior authorization regardless of place of service.

n) Diagnostic Imaging/Radiology Services

Vendor is to review all radiology services requiring prior authorization, regardless of place of service.

o) Elective Surgery Procedures

All elective surgery procedures regardless of place of service (ie. Inpatient or out patient setting, ambulatory surgery center or physician office) will require medical necessity review and prior authorization. This includes the gastric bypass procedures.

p) Out-of-Network Services

All out-of-network procedures/ services, whether performed in inpatient or outpatient settings, will require prior authorization from the vendor. Vendor will be required to inform the out-of-network provider of the process for enrollment. Vendor will need to assure that services can not be provided in the network. Vendor will assure that the out-of-network enrollment will be time limited to coincide to the prior authorization period. All out of network requests must be requested by a WV Medicaid enrolled practitioner. All documentation supporting the request must be from the Medicaid enrolled practitioner. Vendor is to request follow up from the referring physician - if appropriate and available to be completed in network.

q) Podiatry

Vendor is to review all podiatry procedure/service requests requiring prior authorization.

r) Cardiac Rehabilitation

Vendor is to review covered cardiac rehabilitation services for medical necessity.

s) Pulmonary Rehabilitation

Vendor is to review covered pulmonary rehabilitation services for medical necessity.

t) Medical Case Management

Certain categories of members will automatically be assigned to case management. Those include organ transplant patients, private duty nursing services members, and members who have had gastric bypass. Others may be identified based on claims history reflecting inordinately high costs or intensity of services and /or other populations as defined by the Bureau for Medical Services or recommended by the vendor. The Vendor must evaluate referrals from medical case management to determine the feasibility of achieving significant improvements in member outcomes from coordination of services or fiscal advantages to managing the member services required. Vendor is to coordinate member services upon referral from BMS as needed.

u) Psychiatric Services

Vendor is to review all psychiatric service requests requiring prior authorization.

Prior authorization of court-ordered forensic psychiatric evaluations for which the provider is requesting payment exceeding the cap(s) set by policy at BHHF; authorization to be provided within the same day of request if clinician is on site performing evaluation as request is made, within 48 hours if clinician is not on site; authorization to be provided by a licensed psychiatrist, licensed psychologist or an individual under direct supervision for a license as a psychologist (with gold card);

v) Psychological services

Vendor is to review all psychological service requests requiring prior authorization.

Prior authorization of court-ordered forensic psychological evaluations for which the provider is requesting payment exceeding the cap(s) set by policy at BHHF; authorization to be provided within the same day of request if clinician is on site performing evaluation as request is made, within 48 hours if clinician is not on site; authorization to be provided by a licensed psychologist or an individual under direct supervision for a license as a psychologist (with gold card);

Review admission referrals from professional medical practitioners and/or facilities, and make a determination based on the referral information treatment plan, and in light of established criteria, for out of state group residential settings and the WV children's Home in which children/youth are in agency custody, is an open Child Protective Services (CPS) / Youth Services (YS) customer.

Prior authorization on certain high volume and/or high cost community-based outpatient or residential services as identified by BHHF and according to standards to be developed in conjunction with the contractor, within 24 hours if a crisis service, within 48 hours if otherwise; assessment to be made by a licensed clinical behavioral health professional or an individual under direct supervision for licensure;

w) Home health

Vendor is to prior authorize home health services after sixty (60 units) of all home health services per individual in a calendar year. For those in the basic benefit prior authorization is required for all services, to a maximum benefit of 25 units a year.

x) Hospice

Vendor is to prior authorize all hospice service requests for diagnosis and documentation on the member with less than 6 months of life expectancy.

y) Personal Care

Vendor is to prior authorize personal care services and any provision of dual services to Aged and Disabled Waiver members.

z) Socially Necessary Services

Vendor is to review all socially necessary services requests requiring prior authorization.



aa) MR/DD Waiver Packets

Vendor is to provide a system for prior authorization of BHHF funded MR/DD waiver packets.

bb) Private Duty Nursing

Vendor is to review and prior authorize all private duty nursing requests.

**BUREAU FOR MEDICAL SERVICES – Optional Services**

**Optional List of Services: Bureau for Medical Service's may implement.**

cc) **Aged and Disabled Waiver (Optional)**

Vendor is requested to propose a methodology for conducting both the initial evaluation for individuals referred to the Aged and Disabled Waiver program who are not currently enrolled, as well as periodic re-evaluation to establish eligibility for continued participation. Both the initial evaluation for new patients seeking to enter the Waiver Program, and the first re-evaluation of patients currently receiving waiver services, will require a comprehensive evaluation of all the Preadmission Screening instrument's elements and all components of the criteria. The purpose of requiring that level of review or evaluation is to determine that patients coming into the program fully meet eligibility criteria, and to assure that member's currently in the program also fully meet all elements of criteria. Subsequent annual re-evaluations need not be as comprehensive or intensive as the initial evaluation and the first re-evaluation. Subsequent re-evaluations may focus on only those elements of a patient's condition, which might reasonably be expected to change over time. Vendor is to propose a review process which meets the following:

Assure that the medical eligibility determination process is conducted pursuant to approved criteria, and that the process is fair, equitable, and consistently applied throughout the state.

All initial evaluations are to be completed within thirty (30) working days following receipt of referrals. Annual re-evaluations must occur prior to the anniversary date of the initial evaluation.

Contact must be established with the initial applicant, and arrange for a face to face evaluation in order to meet the time frame of a completed review within 30 days of the referral date.

Contact if done via telephone must be from a telephone that can be easily identified as the vendor's telephone number. Vendor must have standard toll free number applicants/members to contact.

This timeframe includes the contact if made with the applicant and/or contact person (if applicable), to schedule a home visit allowing at least two weeks notice. It also includes

the two weeks for additional information to be obtained in the event a potential denial is issued.

If the applicant has identified a guardian, no home visit shall be scheduled without presence of the guardian, contact person or legal representative; and/or if the physician referral form indicates that the applicant suffers from Alzheimer's multi-infarct, senile dementia, or related condition, no home visit shall be scheduled without another individual designated by the applicant present to assist the individual during the interview. BMS will be notified with a remedial action plan, of any extenuating circumstances that may impact the turn around time for initial evaluations.

If the field staff is unable to establish contact after three exhaustive episodes of attempts, the referral source must be notified of the fact within three days of referral receipt

At the time of the field staff face to face visit with the member/applicant, information will be obtained on which to base the medical eligibility determination for participation in the Waiver Program. Additionally, the applicant will at that time be provided a list of available case management and homemaker agencies within their region, and requested to indicate their selection should they be approved for Waiver services. That information will be submitted as a part of the approval document. If selection is not made by the applicant, that also will be indicated on the evaluation document for use by the Bureau for Medical Services and Bureau of Senior Services Program staff.

Vendor staff (registered nurses) will be available by telephone or in person in the event of an appeal of a PAS 2000 determination.

Vendor staff will assure that all state and federal guidelines are met in determining medical eligibility for the Aged and Disabled Waiver program.

dd) **Mental Retardation/Developmental Disabilities (MR/DD) Waiver Services (Optional)**

The State of West Virginia has submitted a plan that has been approved by the Centers for Medicare and Medicaid Services (CMS) for the methodology for determining the support/service need of individuals in the MR/DD Waiver program.

In order to address the approved plan, the vendor should propose a plan for the following:

- To provide the member and family/guardian education in self direction, available services, budgeting, policy and program parameters, provider choices, consumer rights, and assessment of risk.
- A process for independently assessing member certification and recertification, and the needs and determining a budget that includes the member, family/guardian, and other significant individuals in the life of the member in completing the Client & Agency Planning Assessment (ICAP) and Supports Intensity Scale (SIS).
- A process to determine a waiver service allowance allocated to the member based upon the ICAP and SIS that takes into account the service and the supports that will be needed by the member along with variables that may be unique to West Virginia.

- A methodology whereas the member along with their service coordinator can purchase the services selected. After the member has selected services based upon the service allowance allocated and also within policy and program parameter, and the ability to link the request with the claims processor.
- A methodology for over riding or extending the budget level for unplanned events such as consumer or family crisis or a member or family medical need.
- A quality management plan and review activities to assure compliance with CMS MR/DD Waiver standards.

ee) **Vision Services – (Optional)**

Vendor is to review all vision procedure/service and vision training requests requiring prior authorization.

ff) **Laboratory Services – (Optional)**

Vendor is to review all laboratory services requiring prior authorization regardless of place of service.

gg) **Nursing Home Eligibility and PASRR Eligibility - (Optional)**

Request for determination of medical necessity for nursing facility services are to be received by the Vendor via fax, web based, or mail. Request will be received in written form only, and only those items submitted according to the prescribed format identified as the state designated long term care eligibility pre-admission assessment (PAS) instrument. Reviewed decisions must be communicated to the requesting party in writing via fax or mail within 48 hours of receipt of a request that can be approved at the registered nurse level of review. If a decision cannot be made at the RN level of review, the referral for physician review must be made within 24 hours of receipt of the original request. If the RN reviewer requires additional information, that information will be requested on the date the PAS is received. A decision of eligibility at the RN level, must be made within 24 hours after receipt of the requested additional information. If a case requires referral for physician review, the approval denial must be made within 24 hours of the referral. Additional information required by the physician reviewer must be requested within 24 hours of referral to the physician, with the physician review determination transmitted to the originating facility within 24 hours of receipt of the additional information. Requests received after 12:00 PM on Friday, or a day preceding a holiday, must be acted upon the first working day following the holiday or weekend. The above time frames will then apply.

As part of the medical determination process, the Vendor is to review the information submitted to identify possible presence of mental retardation, developmental disability, and/or an associated condition, or major mental illness. If as part of the medical necessity determination, the Vendor identifies the presence of, or there is a need to rule out mental illness, mental retardation, an associated condition, or a developmental disability diagnosis, the referring party, whether a hospital, physician, or other agency, will be notified of that determination. It is the responsibility of the referring facility,

practitioner, or agency to initiate the Level II Pre-admission Screening and Resident Review (PASRR).

All notices, approval and denial from the Vendor, will be transmitted to the originating provider, as well as to the member/ legal representative. Denial notices must identify criteria which were deemed not met in the review process and advise provider/member/legal representative. The member / legal representative is also notified of their right of an appeal and provide the appeal form to the member/ legal representative.

Vendor is to request additional information from the provider as credible evidence (ie. Minimum Data Set (MDS) Section "G," Activities of Daily Living (ADL) sheets, care plan notes, physician progress notes, nurses notes, other pertinent needed information) within 5 days to be reviewed during appeal hearings. The Vendor will attend and participate in all fair hearings for denials of covered services. The Vendor will support/ review/ identify, during the hearing process, the documentation that provides supporting/ contradicting information.

hh) **Other Public Payers PEIA and SCHIP (Optional)**

Other government payers can opt to utilize the services of the vendor. Propose a system with timelines and internal controls that could accommodate other government payers such as SCHIP and PEIA.

**3.3 Special Terms and Conditions:**

**3.3.1 Performance Bonds:**

A Performance Bond is only required of the successful Vendor. The Performance Bond will be in the amount of one and one half million dollars (\$1,500,000) and shall remain in effect for the life of the contract. Prior to the issuance of each renewal option, the Vendor must present proof to show that the Performance Bond is still in effect.

**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): minimum of \$500,000.00 per person and 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: Non-applicable to this proposal.

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 no entity, agency or person associated with the vendor is debarred or suspended from conducting business with any federal or state agency of the United States of America.

## **PART 4 PROPOSAL FORMAT**

### **4.1 Vendor's Proposal Format:**

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

**Title page** - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

**Table of Contents** - Clearly identify the material by section and page number.

#### **Section I Understanding of the Project Objectives and Time Lines**

Vendor is to respond with a proposal that reflects their understanding of the project objectives in Part 3 and a process for accomplishing the prior authorization services in a professional and efficient manner in accordance with federal and state requirements for each bureau.

#### **Section II Vendor Experience**

Vendor should provide assurances of capability and experience related to the type review defined in this RFP, as defined in Part 3, Section 3.1. Additionally, the Vendor should comment on specific experience as related to review requirements. The Vendor should have served as the primary contractor in at least one contract covering the type of review defined in this RFP in Part 3, Section 3.1.

#### **Section III Qualifications of Project Staff**

Vendor should identify the qualifications of current and anticipated staff, and the credentials of the staff members, specific to the required review functions defined in this RFP.

#### **Section IV Project Work Plan**

Vendor should have a work plan with time lines, policies, procedures, and internal controls for start up activities, systems development and implementation for all prior authorization processes for all services listed including retroactive quality reviews, and all optional services in the RFP.

Vendor should comment on plans for establishment of its administrative offices locally, and of the interface between that office and the state administrative offices, Bureau for Medical

Services and other Bureaus. Additionally, Vendor should describe how they will interface with the Department of Health and Human Resources (AGENCY) data systems and any data processing subcontractors as necessary and how they will utilize the current fiscal agents system to enter authorizations on line for in network and out-of-network services within specified timeframes.

Vendor should define a project work plan which graphically displays project, deliverables and milestones with specific completion dates leading to implementation of statewide review within ninety (90) days of contract award. Project work plan should address plans for implementing the review functions in time lines, and for reporting requirements.

Vendor will have a transition plan with time lines, policy, processes, and internal controls to transition all services including optional services to a new vendor, if needed to assure no loss of service occurs during any transition.

## **Section V Cost Proposal**

Potential vendors are bidding on a five (5) year project, with original first year, and option to review for (4) four renewal years. The bids shall be separated by Agency, (BCF, BHHF and BMS), but the overall total is the evaluated cost. Bid prices must be expressed as a fixed price bid for each of the (5) five years. Proposal must identify cost associated with each review function. The review cost will include all costs, including reporting costs associated with each function. Where there are optional activities and/or optional components of a bid, the per year and total fixed cost for (5) five years, must be stated in such a way as to reflect the cost of the bid with the options and cost of the bid, minus the options. Potential vendors may utilize the sample bid sheets transmitted as Part 4.5 bid sheets, or submit equivalent information in vendor design formats.

### **4.2 Evaluation Process:**

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

### **4.3 Evaluation Criteria:** The following are the evaluation factors and maximum points possible for technical point scores:

Section I Understanding of the Project Objective and Time Line (Part 4, Section I, Part 3, Scope of work)	25 Points Possible
Section II Vendor Experience (Part 4, Section II)	15 Points Possible
Section III Qualifications for Project Staff (Part 4, Section III)	15 Points Possible
Section IV Project Work Plan (Part 4, Section IV)	15 Points Possible
Section V Cost Proposal (Part 4, Section V)	<u>30 Points Possible</u>

Total 100 Points Possible

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

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

**4.4 Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible. The 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**  
**Bureau for Children and Families**

Reviewed Service/Program	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
<b>Annual Total</b>						

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



4.5 Cost Proposal Format/Bid Sheets

Bureau for Behavioral Health and Health Facilities

Reviewed Service/Program	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Annual Total						

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4.5 Cost Proposal Format/Bid Sheets

**Bureau for Medical Services**

Reviewed Service/Program	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
<b>Annual Total</b>						

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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4.5 Cost Proposal Format/Bid Sheets

TOTAL ALL INCLUSIVE ANNUAL FEE FOR ALL BUREAUS

Year 1 \_\_\_\_\_

Year 2 \_\_\_\_\_

Year 3 \_\_\_\_\_

Year 4 \_\_\_\_\_

Year 5 \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

Grand Total With Optional Services \$ \_\_\_\_\_

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TOTAL ALL INCLUSIVE ANNUAL FEE FOR OPTIONAL SERVICES

AGED AND DISABLED WAIVER .... Year 1 \_\_\_\_\_

(BMS Option) Year 2 \_\_\_\_\_

Year 3 \_\_\_\_\_

Year 4 \_\_\_\_\_

Year 5 \_\_\_\_\_

MR/DD WAIVER ..... Year 1 \_\_\_\_\_

(BMS Option) Year 2 \_\_\_\_\_

Year 3 \_\_\_\_\_

Year 4 \_\_\_\_\_

Year 5 \_\_\_\_\_

4.5 Cost Proposal Format/Bid Sheets

VISION ..... Year 1 \_\_\_\_\_  
 (BMS Option) Year 2 \_\_\_\_\_  
 Year 3 \_\_\_\_\_  
 Year 4 \_\_\_\_\_  
 Year 5 \_\_\_\_\_

LABORATORY ..... Year 1 \_\_\_\_\_  
 (BMS Option) Year 2 \_\_\_\_\_  
 Year 3 \_\_\_\_\_  
 Year 4 \_\_\_\_\_  
 Year 5 \_\_\_\_\_

NURSING FACILITY ..... Year 1 \_\_\_\_\_  
 (BMS Option) Year 2 \_\_\_\_\_  
 Year 3 \_\_\_\_\_  
 Year 4 \_\_\_\_\_  
 Year 5 \_\_\_\_\_

Other Public Payers PEIA and SCHIP.. Year 1 \_\_\_\_\_  
 (BMS Option) Year 2 \_\_\_\_\_  
 Year 3 \_\_\_\_\_  
 Year 4 \_\_\_\_\_  
 Year 5 \_\_\_\_\_

Other Socially Necessary Services.... Year 1 \_\_\_\_\_  
 (BCF Option) Year 2 \_\_\_\_\_  
 Year 3 \_\_\_\_\_  
 Year 4 \_\_\_\_\_  
 Year 5 \_\_\_\_\_

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEFINITIONS**

**Retroactive Quality Review**- A review for Socially Necessary Services covered by BCF and those behavioral health services covered by BHHF shall be conducted by the vendor. This review process shall include analysis of the services provided by the specific provider, an assurance that the staff providing the service and/or the agency have the appropriate and current credentials necessary and the case documentation and invoice reflect that the service was provided according to the established UM Guidelines. Providers shall be reviewed on the 18<sup>th</sup> month cycle unless a request is made by either Bureau for a specific provider(s).

**Member**- for the purpose of this RFP, member is utilized to identify service recipient.

**Retrospective Review** – A review for medical necessity of covered Medicaid services denied by primary payers, retroactive Medicaid eligibility, or emergent covered services provided to enrolled members on weekends, holidays, or at a time the review process is unavailable. A request for retrospective review must be submitted within seven business days following the service. Retrospective review does not guarantee approval or payment.

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

**West Virginia Code** §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, 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*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and 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 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,  
 Bidder is a 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; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 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,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's 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; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.