



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
HCC11096

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: **04/20/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR PROPOSAL ***** MANDATORY PRE-BID MEETING ON 3/31/2011 AT 1:00 PM AT HEALTH CARE AUTHORITY, 100 DEE DRIVE, CHARLESTON, WV 25311 *****						
OPEN-END BLANKET CONTRACT						
0001	1	BA		920-21-01-001		
		MIS		HUMAN SERVICES		
MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 3/31/2011 AT 1:00 PM AT 100 DEE DRIVE, CHARLESTON, WV 25311. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE 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>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR</p>						

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<p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE</p>						

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<p>VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE PROVIDE ONE ORIGINAL TECHNICAL AND COST PROPOSAL PLUS FIVE (5) CONVENIENCE COPIES AND FIVE (5) CD'S CONTAINING THE TECHNICAL RESPONSE ONLY. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----HCC11096-----</p> <p>BID OPENING DATE:-----4/20/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ HCC11096 ***** TOTAL:						

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REQUEST FOR PROPOSAL
West Virginia Health Care Authority
Hospital Inpatient Data System
RFP # HCC11-096

TABLE OF CONTENTS

Section 1:	General Information
Section 2:	Project Specifications
Section 3:	Vendor Proposal
Section 4:	Evaluation and Award
Section 5:	Contract Terms and Conditions

SECTION 1: GENERAL INFORMATION

- 1.1 **Purpose:** The Purchasing Division, hereinafter referred to as the "State," is soliciting proposals pursuant to *West Virginia Code* §5A-3-10b for the West Virginia Health Care Authority, hereinafter referred to as "HCA," to provide services to maintain and enhance the current outcomes of hospital inpatient data collection, processing, analysis, and reporting. The HCA will consider proposals of various business models to accomplish these goals which may include: services provided by the vendor directly; turn-key software solutions provided by the vendor to the HCA; customer software applications, programming services, and support provided by the vendor to the HCA, or a combination of the above or other solutions provided by the vendor to the HCA. This program shall be referred to as the Hospital Inpatient Data System or simply as "System".
- 1.2 By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

A Request for Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

- 1.2.1 Compliance with Laws and Regulations: The Vendor **SHALL** procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, 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 **SHALL** be borne by the Vendor. 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.

1.3 **Schedule of Events:**

Vendor's Written Questions Submission Deadline.....	4/4/2011
Mandatory Pre-bid Conference.....	3/31/2011
Bid Opening Date	4/20/2011
Oral Demonstration/Interview.....	TBD

1.4 **Mandatory Pre-Bid Conference:** A mandatory pre-bid conference will be conducted at the location and date listed below:

Date: 3/31/2011

Time: 1:00 pm

Location: West Virginia Health Care Authority, 100 Dee Drive, Charleston, WV 25311

All interested Vendors are required to be represented at this meeting. **Failure to attend the mandatory pre-bid shall result in the disqualification of the bid.** No one person may represent more than one Vendor.

All potential Vendors are requested to arrive prior to the starting time for the pre-bid conference. Vendors who arrive late, but prior to the dismissal of the technical portions of the pre-bid conference will be permitted to sign in. Vendors who arrive after conclusion of the technical portion of the pre-bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

An attendance sheet will be made available for all potential Vendors to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to provide your company and representative name on the attendance sheet will result in the disqualification of your bid. The State will not accept any other documentation to verify attendance. The Vendor is responsible for ensuring they have completed the information required on the attendance sheet. The Purchasing Division and the State Agency will not assume any responsibility for a Vendor's failure to complete the pre-bid attendance sheet. In addition, all potential Vendors are asked to include their email address and fax number.

1.5 **Inquiries:** 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 1.3. 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

No contact between the Vendor and the Agency is permitted without the express written consent of the State Buyer. 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.

- 1.6 **Verbal Communication:** Any verbal communication between the Vendor and any State personnel is **not** binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the RFP specifications by an official written addendum by Purchasing is binding.
- 1.7 **Addenda:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Purchasing Division.

SECTION TWO: PROJECT SPECIFICATIONS

- 2.1 **Location:** Agency is located at 100 Dee Drive, Charleston, WV 25314.

2.2 **Background and Current Operating Environment:**

The West Virginia Health Care Authority (HCA) is an independent state regulatory agency, under the umbrella of the Department of Health and Human Resources. The HCA has a mission to:

- Protect citizens from unreasonable increases in the cost of health care services;
- Assure the collection, analysis, and dissemination of health related information to citizens, providers, policy makers, and other customers;
- Promote appropriate distribution of health care services; and,
- Promote the financial viability of the health care delivery system.

To meet these goals, the HCA administers hospital Certificate of Need and Rate Review programs, coordinates the development of the State Health Plan, implements quality initiatives, and collects, manages, and reports clinical and financial data from a variety of providers and payers.

Data Collection

For more than 20 years, the HCA has collected hospital inpatient data from all non-federal hospitals in the state, in accordance with state code and the Financial Disclosure Rule, 65 C.S.R. §13. These data are used to inform HCA regulatory and policy decisions and are distributed to policy makers, providers, researchers, and consumers via standard reports; special data requests; participation in the Agency for Healthcare Research and Quality's (AHRQ's) Healthcare Cost and Utilization Project (HCUP); and the HCA online web data query system, Health IQ. Current data collection processes are summarized below:

- Currently, 62 hospitals report Uniform Billing (UB) data for all inpatients to the HCA, including acute, psychiatric, long-term care, and rehabilitation hospitals. Since 2007, data have been submitted to the current Vendor, typically in monthly batches, within six weeks after the end of the month. A subset of UB fields is submitted in an electronic file via a secure web-based system. Currently, 95% of hospitals have transitioned to an 837I file submission format based on ANSI ASC X12 4010A standards. Hospitals use various systems and Vendors to create these files.

- Hospitals are permitted to submit multiple records for a single discharge, including interim, replacement, and late charges bills. These records are aggregated and adjudicated by the Vendor, based on HCA and industry standards, to create a final, complete record for each discharge. Approximately 300,000 records, representing 290,000 discharges, are submitted annually.
- At the time of submission, record-level and batch-level edits are applied to the data to assess completeness and quality, including invalid codes and duplicate records. Data submitters can immediately review the results of the edit checks in an online editing tool and must address errors in the data prior to submission of the batch to the master database. A series of online data quality reports allow hospitals to review detailed record-level and aggregate data contained in the master database.
- The Vendor provides weekly data files to the HCA in ASCII format with corresponding SAS import code. These files contain the data elements submitted by the hospitals, as well as value-added fields created by the Vendor, such as clinical groupers, payer classifications, age, and county of residence. These files contain all submitted records as well as the adjudicated records flagged for analysis.
- On a quarterly basis, the HCA reconciles the data submitted to the System to other external sources, including counts of discharges reported by the hospitals. Hospitals must correct discrepancies as requested by the HCA, which often requires the revision and/or resubmission of data. After the final reconciliation is complete, data submission is closed and the annual data file is created on or about June 30 each year.
- There is wide variation in hospital expertise, experience, and available resources related to the submission of these data. The HCA and the current Vendor work closely with data submitters to ensure timely submission of accurate data.

HCA Resources

This project is managed at HCA by the Director of Clinical Analysis. One full-time analyst coordinates the project and works directly with the Vendor and the hospitals to ensure complete and accurate reporting. Two additional analysts conduct analyses and perform advanced quality reviews. The data are stored in an Oracle 11g database and are managed using SAS and IBM Cognos software.

Current Goals and Initiatives

The hospital inpatient data is critical to HCA's ability to perform its regulatory functions. Therefore, it has been an ongoing goal to improve the completeness, accuracy, and timeliness of the data collection. Over the next 5 years, the HCA has goals to improve the adjudication process; implement the ANSI ASC X12 5010 format and ICD-10-CM; increase the analysis and dissemination of data, including reports of healthcare utilization, population health, and hospital and physician quality; enhance the collection of National Provider Identifiers; revise the HCA payer coding system; and, identify and implement methods to track patients across hospital settings.

Documentation

Procedural and technical documents related to the Hospital Inpatient Data System are referenced throughout Section 2.3 and Section 2.4 of this RFP. These documents are either included as an attachment to this RFP or available for download on the HCA website at the following links:

- HCA Home: www.hcawv.org
- Hospital Inpatient Data System: www.hcawv.org/FinDisc/WVHIDS_Website.htm
 - Data Collection Policies and Procedures
 - Data Submission and Reconciliation Schedule
 - Quarterly Hospital Summary/Reconciliation Form
 - Data Element Specifications Guide
 - Edit Check Definitions
 - Payer Coding Specifications
 - UB-04 Extended Data Layout
- Data and Public Information: www.hcawv.org/DataAndPublic/data.htm
 - Health IQ query tool
 - Standard Reports
 - Annual Reports (accessed from a link on the left of the page)
- Request Data: www.hcawv.org/DataAndPublic/Support/RequestData.htm
 - Data Disclosure Policies
 - UB Data Request Form (UBDataRequest.pdf), including a description of the Public Use Files
 - Limited Data Agreement (SmplUseAgree.pdf)

- 2.3 **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

2.4 Project Goals and Objectives

The HCA is requesting proposals from Vendors who demonstrate the capabilities, experience, and available resources to fulfill the following goals and objectives. The HCA will consider proposals of various business models to accomplish these goals, which may include: services provided by the Vendor directly; turn-key software solutions provided by the Vendor to the HCA; custom software applications, programming services and support provided by the Vendor to the HCA; or, a combination of the above or other solutions provided by the Vendor to the HCA.

2.4.1 Data Collection, Processing, and Editing. Collect, process, maintain, and assure the quality of inpatient hospital discharge electronic billing data from West Virginia hospitals in accordance with the *West Virginia Hospital Inpatient Data System Policies and Procedures* (available for download on the HCA website).

2.4.1.1 Collect the hospital inpatient uniform billing (UB) data elements outlined in the *Data Element Specifications Guide* (available for download on the HCA website) and implement annual additions and/or modifications to reported data elements based on changes in state, federal, or industry standards or policies, including but not limited to ICD-10-CM, in a manner and timeline approved by the HCA.

2.4.1.1.1 Implement processes to enhance the current collection and analysis of physician identifiers (National Provider Identifiers).

2.4.1.1.2 Implement processes to review and revise the collection of expected source of payment, which is currently reported in accordance with the *West Virginia Hospital Inpatient Data System Payer Coding Specifications* (available for download on the HCA website).

2.4.1.2 Accept inpatient data files in the current HCA UB-04 (available for download on the HCA website) and ANSI ASC X12 837I 4010 (included in Attachment D) formats that accommodate the data elements outlined in 2.4.1.1. Implement the ANSI ASC X12 837I 5010 file format, and/or other than current industry standard formats, in a manner and timeline approved by the HCA. Implement additions and/or modifications to the file format over the course of the contract based on changes to state, federal, and/or industry requirements, as required and/or approved by the HCA.

2.4.1.3 Assess and confirm the accuracy, completeness, quality, appropriateness, and reasonability of the submitted data to identify and eliminate common errors. Implement current edit checks, as outlined in the *Edit Check Definitions* guide (available for download on the HCA website). Conduct routine and custom analyses to identify data submission and processing errors. Implement additional or revised edits over the course of the contract based on: identified data quality issues; revised reporting requirements; or changes to coding, billing, and reimbursement standards, as requested, required, and/or approved by the HCA.

2.4.1.4 Maintain a secure web-based system for the online submission and editing of hospital inpatient UB data. Implement updates or revisions to the system based on changes adopted per 2.4.1.1, 2.4.1.2, and 2.4.1.3.

2.4.1.5 Maintain a master database of all data collected during the contract period and develop and implement processes that allow for an audit trail of all submissions, additions, changes, and deletions to the master database.

2.4.1.6 Implement methods to link all records submitted for a single discharge (including interim, replacement, and late charges bills) and create and/or identify a single complete (analytic) record representing each encounter, based on HCA adjudication rules, generally accepted industry standards, and record characteristics, such as patient control number, bill type, and discharge date.

2.4.1.7 Develop and make available to data submitters and the HCA, reports that promote the assessment of the quality and completeness of data submitted to the master database. The data quality reports should be updated on a reasonable and routine basis to summarize recently submitted data and be available in common formats (e.g., PDF, Excel, etc.). Propose a series of reports to be developed during the first project year. In subsequent years, plan for three modifications to current reports and for the development of two new reports annually.

2.4.1.8 Provide resources or tools to assist the HCA with the quarterly reconciliation of the master database. Currently, hospitals submit to the HCA a quarterly reconciliation report summarizing the number of discharges by provider number (CMS Certification Number), month, and HCA payer classification (available for download on the HCA website). This report is manually compared to a report of the data contained in the master database. Hospitals are notified by the HCA of discrepancies and must revise the submitted data, as requested by the HCA.

2.4.1.9 Continually evaluate the data collection, processing, and editing procedures for performance and compliance; routinely implement quality improvements, based on these reviews, to enhance system processes, efficiencies, and speed, as requested and/or approved by the HCA.

2.4.2 Documentation and Technical Support. Provide documentation, training, and technical support regarding data collection, editing, and reconciliation.

2.4.2.1 Provide and maintain various materials for data submitters documenting rules, processes, and guidelines related to data collection, reporting, and editing, as requested and/or approved by HCA. Distribute documentation to data submitters in common formats and via the web within a reasonable period prior to the implementation date of required changes.

2.4.2.2 Provide documentation to the HCA that details the operational processes of the web-based data submission system necessary for HCA staff to evaluate effectiveness and understand and communicate information about the system to data submitters.

2.4.2.3 Provide training and technical support to the HCA, data submitters, and/or their representatives on topics related to file formats, data submission, editing, and coding and billing standards.

2.4.2.4 Work closely with diverse data submitters and/or their representatives, with varied levels of knowledge, skills, and resources, to understand their questions, problems, and demands, and be able to investigate and communicate solutions to them in a professional and cordial manner.

2.4.3. **Analytic Files.** Create and provide to the HCA adjudicated analytic files containing submitted fields, appropriate groupers and adjustment factors, and other demographic, cost, clinical, and quality fields.

2.4.3.1 Create and provide to the HCA, on a routine basis, data file(s) containing all of the records and data elements submitted by hospitals, adjudicated records flagged for analysis, and processing and analytic fields created by the Vendor (including MDC, DRG, and other useful indicators of services, payment, cost, severity of illness, risk of mortality, intensity of service, and quality of care that will enhance HCA analysis). The minimum fields required in the analytic files are outlined in Attachment E.

2.4.3.2 Deliver the file(s) to the HCA in a secure electronic format approved by the HCA and acceptable for import into the HCA's then current version of SAS and Oracle, or other, then current software.

2.4.3.3 Maintain and provide to the HCA documentation, reference files, and data dictionaries detailing the contents of the data file(s) and any information necessary or useful for HCA in its review and analysis of the data, including but not limited to: a data element frequency report; file layouts; load programs; code value definitions and labels; custom programming code; and descriptions of the methodologies related to the creation of the calculated fields added to the file(s) by the Vendor.

2.4.3.4 Create and provide to the HCA, on a routine basis, new reports (current standard reports are described in the UB data request form available for download on the HCA website) from the analytic file(s) that summarize key utilization, access, cost, and quality indicators, such as: patient days; case-mix; market share and service areas; and common DRGs/diagnoses/procedures by patient demographic characteristics, geographic region, and/or hospital. Propose a series of reports to be developed during the first project year. In subsequent project years, plan for three modifications to current reports and for the development of two new reports annually.

2.4.4. **Data Security and Privacy.** Implement administrative, physical, and technical safeguards to ensure the confidentiality, integrity and availability of all System data the Vendor creates, receives, maintains, or transmits, in accordance with federal and state laws and regulations (including the HIPAA Security Rule, 45 CFR § 164.302), this contract, and HCA policies.

2.4.4.1 Comply with all HIPAA Security administrative safeguards, including:

2.4.4.1.1 Undertake a valid risk assessment and establish an effective risk management program for the System.

2.4.4.1.2 Implement procedures to regularly review records of information systems activity, such as audit logs, access reports, and security incident tracking reports.

2.4.4.1.3 Conduct security audits, at the request of the HCA, to evaluate the appropriateness and effectiveness of policies and procedures for protection of privacy, confidentiality, and security of the System data, including an analysis of the mechanisms used for data transfer and storage. The audit may include a review of the networking and computer facilities used by the System, penetration testing, or an active assault on the preliminary evaluation of basic data security issues; therefore, some sources of risk may only need to be evaluated categorically (i.e., significant vs. not significant). The audit should be conducted by an external subcontractor with expertise in the field of data security. A report on the results of the security audit should contain at a minimum: effectiveness/ineffectiveness of current data security policy and procedures, including receipt of data, storage, handling printouts, LAN access, remote access, staff knowledge and compliance, data transmission, and loss control security risks not addressed in the report. If appropriate, the report should address how findings compared to standards relevant to general businesses that develop research files for the government. If significant data security risks are identified by the audit, the report should recommend measures by which such risks can be minimized. Additional audits may be required to assess new threats or to evaluate the effectiveness of remediation steps taken to resolve problems.

2.4.4.1.4 Have security policies and procedures in place for Vendor staff, which include appropriate sanctions for staff that act contrary to such policies and procedures. Implement a security awareness and training program for all members of the vendor workforce. The State may require that a vendor provide evidence of adequate background checks, including a nationwide record search, for individuals who are entrusted by the vendor to work with State information.

2.4.4.1.5 Establish emergency/backup/disaster plans and contingencies for the System.

2.4.4.2 Comply with all HIPAA Security physical safeguards, including the establishment of adequate Vendor facility access controls and device and media controls.

2.4.4.3 Comply with all HIPAA Security technical safeguards, including:

- 2.4.4.3.1 Secure and appropriate authentication of all users of the data.
- 2.4.4.3.2 Support role-based access to data.
- 2.4.4.3.3 Adequate encryption of data "at rest," per then current NIST Special Publication 800-111, and "in motion," per then current FIPS 140-2, and methods to ensure that System data may be transmitted over an electronic communications network between hospitals, the HCA, and the Vendor in a manner that prevents unauthorized access. Maintain all encryption keys on a separate device from the device upon which the encrypted System data is stored.
- 2.4.4.3.4 Incorporate and employ an effective and efficient audit mechanism for tracking access to System data, including the preparation, update, and maintenance of audit logs.
- 2.4.4.3.5 Provide for automatic notification of certain non-routine or unscheduled access of System data to designated personnel, as appropriate.
- 2.4.4.3.6 Employ systemic mechanisms, including anti-virus and intrusion detection software, to ensure the integrity of data from improper alteration and destruction, and to corroborate the data's ongoing integrity, in compliance with HIPAA.
- 2.4.4.4 Ensure that data maintained on behalf of the System is not used, released, or sold without the specific authorization of the HCA, regardless of whether the data has been de-identified or included within a limited data set.
- 2.4.4.5 Implement appropriate notification procedures upon the discovery or suspicion of a breach of security of System data.
- 2.4.4.6 Routinely review and revise policies and procedures to ensure data security and privacy are in accordance with then current federal and state laws, and HCA standards and policies.
- 2.4.4.7 In the response to this RFP, the Vendor should:
 - 2.4.4.7.1 Certify that it is not currently under investigation by any state or federal authority for a breach of data security.
 - 2.4.4.7.2 Disclose whether it has been involved in any breach of data security, and provide details relating to the causes of the breach, the mitigating actions taken in response to the breach, and whether notification of affected consumers was undertaken.
 - 2.4.4.7.3 Disclose details of any previous investigations by any state or federal authority related to privacy or security of patient information. The details must include the resulting corrective

action plan or details of the final resolution, including the assessment of any fines or other sanctions against the vendor.

2.4.4.7.4 Certify that it has never been convicted of, charged with, or is under investigation for, violation of any criminal law, or violation of any civil law governing health care fraud, abuse, or waste.

2.4.4.7.5 Certify that it does not employ any individuals who have been excluded or debarred by the federal or any state government from participating in any federal or state program or contract.

2.4.5. **Project Management.** Provide project management, consulting, analysis, and reporting services to ensure successful project implementation.

2.4.5.1 Provide a dedicated, knowledgeable, and experienced team to provide project management and consultation, as required and/or requested by the HCA, including a project manager, functional/operational lead, and programmer. The team will work directly with the HCA, hospitals, and/or their representatives (e.g., Vendors) to implement the project as described in this RFP.

2.4.5.2 Continuously monitor changes to coding, billing, reimbursement, and electronic exchange standards and provide recommendations to the HCA regarding updates/revisions to the project and System.

2.4.5.3 Communicate regularly with the HCA regarding project status, including data submission activities, potential problems or barriers to project implementation, and contacts/communications with data submitters.

2.4.5.4 Maintain a documentation log of all changes implemented throughout the project period related to data collection and the resulting master and adjudicated files, including but not limited to: changes to file formats, data elements, coding, editing, revisions to the online data submission system; and any revisions applied to data submitted and contained in the master database, as approved by the HCA.

2.4.5.5 Provide consultation and recommendations to the HCA regarding HCA data analysis, reporting, and dissemination activities aimed at assessing the utilization, access, cost, and quality of healthcare.

2.4.5.6 Create systems, programs, and processes that are flexible enough to integrate updates and revisions in a timely manner, as required and/or requested by the HCA, without creating undue burden on resources.

2.4.5.7 Respond to HCA inquiries or requests for technical assistance and/or project revisions/updates within reasonable time frames, based on the urgency and importance of the issue as determined by the HCA.

2.4.5.8 Acquire or provide any necessary hardware, software, and reference data files to complete all tasks the Vendor proposes to perform in fulfillment of the project specifications and to meet all applicable timeframes set forth in this RFP. Data obtained for the sole purpose of the performance of this contract should not be used for any other purpose outside of the HCA contract.

2.4.5.9 Cover, or include in the project budget, all costs associated with providing technical assistance, training, and status reports to the HCA and data submitters, including teleconferencing, webinars, and/or travel to a minimum of two onsite meetings each year.

2.4.6 **Optional Services.** The Vendor may submit written plans and associated costs for the optional services that follow. The HCA **SHALL** have the option in each case whether to accept any or all optional services at any time during the term of the contract and all extensions. Costs **MUST** be included in the separate Cost Proposal, as outlined in Attachment C.

2.4.6.1 Develop and deliver to AHRQ's Healthcare Cost and Utilization Project (HCUP) an annual adjudicated file, in a timeline and format required by the HCA.

2.4.6.2 Prepare and provide to the HCA annual standard aggregated public use data files and standard reports, as described on the UB data request form available for download on the HCA website, to be disseminated by the HCA to data requesters.

2.4.6.3 Fulfill customer requests for subsets of adjudicated inpatient data, as approved and requested by the HCA, in accordance with then current HCA policies and procedures (the current data disclosure policy is available for download on the HCA website).

2.4.6.4 Fulfill ad hoc analysis requests to answer occasional and special research questions of the HCA.

2.4.6.5 Develop and provide to the HCA an analysis of the risk of reidentification of patients in the database based on the information contained in the final annual file in combination with other readily accessible data sources; recommend appropriate statistical disclosure limitation methods to increase patient confidentiality; and develop a limited data set, based on these recommendations, for release to requesters.

2.4.6.6 Develop, validate, and implement methods to track patients within and between hospitals and encounters in order to estimate hospital readmissions and patient transfers, and develop a report summarizing the methodology and findings.

2.4.6.7 Provide tools, products, report templates, software, and/or code for use by HCA and/or external partners to conduct analysis of health care utilization, access, costs, and quality.

2.4.6.8 Identify, collect, edit, maintain, and provide to the HCA data for services rendered in non-inpatient settings by West Virginia hospitals, and other relevant providers, using methods and processes comparable to inpatient data collection. Provide separate cost information for each category of data below (to be submitted separately in the cost proposal):

2.4.6.8.1 Emergency Department data;

2.4.6.8.2 Outpatient surgery data from hospitals;

2.4.6.8.3 Outpatient observation stays;

2.4.6.8.4 Outpatient diagnostic and therapeutic hospital services;

2.4.6.8.5 Outpatient physician office visits or other types of hospital outpatient services;

2.4.6.9 Develop and implement new data submission system enhancements, data quality reports, or analytic reports, determined necessary to perform the functions of this project but not elsewhere specified or required by this RFP.

2.5 MANDATORY REQUIREMENTS

2.5.1 The Vendor **SHALL** agree that all data and any software, programming code (including code to implement editing and adjudication procedures, and to create non-proprietary analytic fields), file formats, or other deliverables developed to fulfill the contract requirements, be the sole property of the HCA.

2.5.2 The Vendor **SHALL** agree to provide privacy and security safeguards to protect all data from any use or disclosure for any purpose other than that described within this proposal or expressly authorized by the HCA Project Manager through written signed consent.

2.6 MANDATORY DELIVERABLES

2.6.1 The Vendor **SHALL** maintain a secure website for the on-line data collection, data submission by file upload, data editing, and distribution of reports to data submitters and the HCA, as approved by the HCA, within 90 days of contract award.

2.6.2 The Vendor **MUST** provide live help desk support by telephone to data submitters and/or their representatives for at least eight hours per day during daytime business hours (EST), five days per week, excluding West Virginia state holidays.

2.6.3 The Vendor **SHALL** conduct analyses to investigate and determine potential data quality issues, as requested by the HCA, within at least 10 business days of request.

- 2.6.3.1 The Vendor **MUST** correct identified data submission errors that are determined cannot or should not be corrected by the data submitter, as requested and/or approved by the HCA, within at least 20 business days of request/approval.
- 2.6.3.2 The Vendor **MUST** correct any identified errors in the System or the resulting file(s), which are attributable to the Vendor, within at least 10 business days of request.
- 2.6.4 The Vendor **SHALL** certify that the disaster recovery plan, as approved by HCA, has been tested and proven effective within 60 days of contract award.
- 2.6.5 The Vendor **MUST** deliver a final complete data file for the previous calendar year, with all identified data quality issues resolved, by June 1 each year.
- 2.6.6 The Vendor **SHALL**, within 30 days of the end of each contract year, provide to the HCA an annual report of the project, including but not limited to: project successes and barriers; revisions or updates implemented to the System during the project year; and any recommendations for future project and System enhancements.
- 2.6.7 The Vendor **SHALL**, at least 90 days prior to each contract year, submit to HCA a final and approved annual detailed work plan of key activities and projects to be completed during the year. The work plan must include an implementation timeline for key project activities and identify responsible team members.
- 2.6.8 The Vendor **SHALL** cooperate with the HCA and any subsequent Vendor should the contract, which is the subject of this RFP, be terminated, and to deliver any and all data, documentation, and associated work products to the HCA or its designee within thirty (30) days of receipt of notice of contract termination.
- 2.6.9 The Vendor **SHALL** destroy all data in the System at the end of the contract and/or upon the request of the HCA in accordance with the then current NIST Special Publication 800-88.
- 2.6.10 The Vendor **SHALL** notify the designated HCA Project Manager immediately, by telephone call at 304.558.7000 and e-mail, upon the **discovery** of breach of security of System data, where the use or disclosure is not provided for by this RFP or contract, of which it becomes aware, if the System data was, or is reasonably believed to have been, acquired by an unauthorized person. If there is a **suspected** security incident, intrusion or unauthorized use or disclosure of PHI in violation of this RFP or contract, or potential loss of System data affecting this RFP or contract, then notification must occur within 24 hours by the same methods above. The Vendor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of System data. Within 72 hours of the discovery, the Vendor shall notify the HCA Project Manager of: (a) What data elements were involved and the extent of the data involved in the breach; (b) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed System data; (c) A description of where the System data is believed to have been improperly transmitted, sent, or utilized; (d) A

description of the probable causes of the improper use or disclosure; and (e) Whether any federal or state laws requiring individual notifications of breaches are triggered. HCA will coordinate with the Vendor to determine additional specific actions that will be required of the Vendor for mitigation of the breach, which may include notification to the individual or other authorities. All associated costs shall be borne by the Vendor. This may include, but not be limited to costs associated with notifying affected individuals.

- 2.7 **Oral Presentations:** State agencies have the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

2.7.1 **Materials and Information Required at Oral Presentation:**

- Presentation summarizing Vendor response to Project Goals and Objectives;
- Demonstration of proposed online submission and editing system;
- Sample of proposed data quality and analytic reports and technical documentation;
- At a minimum, the designated Project Manager and Functional/Operational Lead must attend the Oral Presentation.

SECTION THREE: VENDOR PROPOSAL

- 3.1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 3.2 **Incurring Cost:** Neither the State nor any of its employees or officers **SHALL** be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3.3 **Proposal Format:** Vendors should provide responses in the format listed below:

Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

Table of Contents: Clearly identify the material by section and page number

Attachment A: Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects;

references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

Attachment B: Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 2.5 of Section Two: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

Oral Presentations: If established by the Agency in the Schedule of Events (Section 1.3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 2.7. During oral presentations, Vendors may not alter or add to their submitted proposal, but only to clarify information.

3.4 **Proposal Submission:** Proposals must be received in **two distinct parts**: technical and cost.

- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal SHALL** be sealed in a separate envelope and will not be opened initially.

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.

3.4.1 Vendors should allow sufficient time for delivery. In accordance with **West Virginia Code** §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

Vendors responding to this RFP shall submit: One original technical and cost proposal plus five (5) convenience copies and five (5) CDs containing the Technical Response to:

Purchasing Division
2019 Washington Street, East

P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) for both the technical and the cost should be clearly marked:

Vendor:	
Buyer:	RW/FILE 22
Req#:	HCC11096
Opening Date:	4/20/2011
Opening Time:	1:30 p.m.

- 3.5 **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.
- 3.6 **Resident Vendor Preference:** In accordance with *West Virginia Code* §5A-3-37, Vendors may make application for Resident Vendor Preference. Said application must be made on the attached Resident Vendor Certification form at the time of proposal submission.
- 3.7 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals **SHALL** then be provided to the Agency evaluation committee.
- 3.8 **Cost Bid Opening:** The Purchasing Division **SHALL** schedule a date and time to publicly open and announce cost proposals once the Agency evaluation committee has completed the technical evaluation and it has been approved by the Purchasing Division.

SECTION FOUR: EVALUATION AND AWARD

- 4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors **SHALL** be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 4.2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost **SHALL** represent a minimum of 30 of the 100 total points.

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

scores:

• Qualifications and experience	15 Points Possible
• Response to Goals and Objectives	45 Points Possible
• Demonstration/Oral interview	10 Points Possible
• Cost	<u>30 Points Possible</u>
Total	100 Points Possible

Each cost proposal cost will be scored by use of the following formulas for all Vendors who attained the minimum acceptable score:

Lowest price of all proposals

x 30 = Price Score

Price of proposal being evaluated

- 4.2.1 Technical Evaluation: The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.
- 4.2.2 Minimum Acceptable Score: Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.
- 4.2.3 Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.
- 4.3 **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.
- 4.4 **Rejection of Proposals**: The State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the State confers no rights upon the bidder nor obligates the State in any manner.
- 4.5 **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.

SECTION FIVE: CONTRACT TERMS AND CONDITIONS

- 5.1 **Contract Provisions:** The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence **SHALL** be the contract, the RFP and any addendum, and the Vendor's proposal in response to the RFP.
- 5.2 **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 Vendors **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.
- 5.2.1 **Risk of Disclosure:** The only exemptions to disclosure of information are listed in **West Virginia Code** §29B-1-4. Any information considered a trade secret, or a security or disaster recovery plan must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets and security and disaster recovery plans, as submitted by a bidder, are exempt from 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.
- 5.2.2 **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 duplication fees paid in advance. Duplication fees **SHALL** apply to all requests for copies of any document. Currently, the fees are 50 cents per page, or a minimum of \$10.00 per request, whichever is greater.
- 5.3 **Conflict of Interest:** Vendor affirms that neither it nor its representatives have any interest nor **SHALL** acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests **SHALL** be promptly presented in detail to the Agency.
- 5.4 **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 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 subcontractors of the Vendor, **SHALL** be deemed to be employees of the State for any purpose 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, licensing fees, *et cetera* 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.

- 5.4.1 Subcontracts/Joint Ventures: The Vendor may, with the prior written consent of the State, enter into subcontracts for performance of work under this contract.
- 5.4.2 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.
- 5.4.3 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 as provided by Federal, State, and local governments.
- 5.5 **Term of Contract and Renewals**: This contract will be effective 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 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 providing services pursuant to the terms of the contract.
- 5.6 **Non-Appropriation of Funds**: If funds are not appropriated for the Agency in any succeeding fiscal year for the continued use of the services covered by this contract, the State may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The State **SHALL** give the Vendor written notice of such non-appropriation 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.
- 5.7 **Changes**: If changes to the contract become necessary, a formal contract change order will be negotiated by the State, the Agency, and the Vendor.

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the Agency, the Vendor **SHALL** determine if there is an impact on price with the change requested and provide the Agency a written Statement identifying any price impact on the contract. The Vendor **SHALL** provide a description of any price change associated with the implementation.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER FROM THE PURCHASING DIVISION.

- 5.8 **Price Quotations:** The price(s) quoted in the Vendor'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 in the original specifications.
- 5.9 **Invoices and Progress Payments:** The Vendor **SHALL** submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To." 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.
- 5.10 **Liquidated Damages:** According to *West Virginia Code* §5A-3-4(8), Vendor agrees that liquidated damages **SHALL** be imposed at the rate of \$1,000 per day for failure to provide mandatory deliverables outlined in Section 2.6, meet mutually agreed upon milestones identified to keep the project on target, or failure to meet mutually agreed upon deadlines. This clause **SHALL** in no way be considered exclusive and **SHALL** not limit the State or Agency's right to pursue any other additional remedy which the State or Agency may have legal cause for action.
- 5.11 **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 may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, the State **SHALL** order the Vendor 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 be terminated by the State with thirty (30) days prior notice pursuant to *West Virginia Code of State Rules* § 148-1-7.16.2.
- 5.12 **Special Terms and Conditions:**
- 5.12.1 Bid and Performance Bonds: *None Required*
- 5.12.2 Insurance Requirements: *Insurance certificates are required prior to award, but are not required at the time of bid.*
- Professional liability: \$1,000,000 per occurrence
 - General liability: \$1,000,000 per occurrence
- 5.12.3 License Requirements: *None Required*
- 5.12.4 Protest Bond: Any bidder that files a protest of an award **SHALL** at the time of filing the protest submit a protest bond in the amount equal to one percent of the

lowest bid submitted or \$5,000, whichever is greater.

The entire amount of the bond **SHALL** be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All protest bonds **SHALL** be made payable to the Purchasing Division and **SHALL** be signed by the protester and the surety. In lieu of a bond, the protester may submit a cashier's check or bank money order payable to the Purchasing Division. The money will be held in trust in the State Treasurer's office.

If it is determined that the protest has not been filed for frivolous or improper purpose, the bond **SHALL** be returned in its entirety.

5.13 Record Retention (Access and Confidentiality):

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

Vendor **SHALL** have access to private and confidential data maintained by the Agency to the extent required for the 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 the 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 the Vendor.

Attachment A: Vendor Response Sheet

Qualifications and Experience

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met. The response should include:

- An organization chart indentifying the Vendor's overall business structure and locations, including an explanation of the various services offered by the company.
- A minimum of three (3) current customer references. At least one (1) of the references should be from the public sector. All references should be from accounts of a similar scope and complexity as the project outlined in this RFP. References' telephone number and e-mail address shall be provided. The HCA shall attempt to contact references for a maximum of five (5) business days.
- A proposed staffing plan for the initial project implementation and for ongoing project management and support, including the responsibilities and FTE allocation for key project staff.

Vendor Response:

Project Goals and Objectives

Describe the approach and methodology proposed for this project. This should include how each of the goals and objectives is to be met. Please include in your response, in reference to the appropriate Goal/Objective:

- Copies, drafts, examples, or descriptions of proposed products, including design and features of a web-based data submission system; structure of a master database; sample data quality reports, analytic reports, and technical documentation; descriptions of new analytic fields proposed to be created by the Vendor; etc.
- Data security and disaster recovery plan(s).
- Detailed work plan (including a timeline and lead team members) of proposed Year 1 activities, including a pre-implementation assessment of the online data submission system and outreach and education activities. Also include a work plan outlining key activities planned to be implemented in Years 2-5.
- Project management and performance management plans, including proposed service level agreements and strategies for monitoring project status and deliverables to ensure implementation within established or mutually agreed upon timelines.

2.4.1 Data Collection, Processing, and Editing. Collect, process, maintain, and assure the quality of inpatient hospital discharge electronic billing data from West Virginia hospitals in accordance with the *West Virginia Hospital Inpatient Data System Policies and Procedures* (available for download on the HCA website).

2.4.1.1 Collect the hospital inpatient uniform billing (UB) data elements outlined in the *Data Element Specifications Guide* (available for download on the HCA website) and implement annual additions and/or modifications to reported data elements based on changes in state, federal, or industry standards or policies, including but not limited to ICD-10-CM, in a manner and timeline approved by the HCA.

Vendor Response:

2.4.1.1.1 Implement processes to enhance the current collection and analysis of physician identifiers (National Provider Identifiers).

Vendor Response:

2.4.1.1.2 Implement processes to review and revise the collection of expected source of payment, which is currently reported in accordance with the *West Virginia Hospital Inpatient Data System Payer Coding Specifications* (available for download on the HCA website).

Vendor Response:

2.4.1.2 Accept inpatient data files in the current HCA UB-04 (available for download on the HCA website) and ANSI ASC X12 837I 4010 (included in Attachment D) formats that accommodate the data elements outlined in 2.4.1.1. Implement the ANSI ASC X12 837I 5010 file format, and/or other than current industry standard formats, in a manner and timeline approved by the HCA. Implement additions and/or modifications to the file format over the course of the contract based on changes to state, federal, and/or industry requirements, as required and/or approved by the HCA.

Vendor Response:

2.4.1.3 Assess and confirm the accuracy, completeness, quality, appropriateness, and reasonability of the submitted data to identify and eliminate common errors. Implement current edit checks, as outlined in the *Edit Check Definitions* guide (available for download on the HCA website). Conduct routine and custom analyses to identify data submission and processing errors. Implement additional or revised edits over the course of the contract based on: identified data quality issues; revised reporting requirements; or changes to coding, billing, and reimbursement standards, as requested, required, and/or approved by the HCA.

Vendor Response:

2.4.1.4 Maintain a secure web-based system for the online submission and editing of hospital inpatient UB data. Implement updates or revisions to the system based on changes adopted per 2.4.1.1, 2.4.1.2, and 2.4.1.3.

Vendor Response:

2.4.1.5 Maintain a master database of all data collected during the contract period and develop and implement processes that allow for an audit trail of all submissions, additions, changes, and deletions to the master database.

Vendor Response:

2.4.1.6 Implement methods to link all records submitted for a single discharge (including interim, replacement, and late charges bills) and create and/or identify a single complete (analytic) record representing each encounter, based on HCA adjudication rules, generally accepted industry standards, and record characteristics, such as patient control number, bill type, and discharge date.

Vendor Response:

2.4.1.7 Develop and make available to data submitters and the HCA, reports that promote the assessment of the quality and completeness of data submitted to the master database. The data quality reports should be updated on a reasonable and routine basis to summarize recently submitted data and be available in common formats (e.g., PDF, Excel, etc.). Propose a series of reports to be developed during the first project year. In subsequent years, plan for three modifications to current reports and for the development of two new reports annually.

Vendor Response:

2.4.1.8 Provide resources or tools to assist the HCA with the quarterly reconciliation of the master database. Currently, hospitals submit to the HCA a quarterly reconciliation report summarizing the number of discharges by provider number (CMS Certification Number), month, and HCA payer classification (available for download on the HCA website). This report is manually compared to a report of the data contained in the master database. Hospitals are notified by the HCA of discrepancies and must revise the submitted data, as requested by the HCA.

Vendor Response:

2.4.1.9 Continually evaluate the data collection, processing, and editing procedures for performance and compliance; routinely implement quality improvements, based on these reviews, to enhance system processes, efficiencies, and speed, as requested and/or approved by the HCA.

Vendor Response:

2.4.2 **Documentation and Technical Support.** Provide documentation, training, and technical support regarding data collection, editing, and reconciliation.

2.4.2.1 Provide and maintain various materials for data submitters documenting rules, processes, and guidelines related to data collection, reporting, and editing, as requested and/or approved by HCA. Distribute documentation to data submitters in common formats and via the web within a reasonable period prior to the implementation date of required changes.

Vendor Response:

2.4.2.2 Provide documentation to the HCA that details the operational processes of the web-based data submission system necessary for HCA staff to evaluate effectiveness and understand and communicate information about the system to data submitters.

Vendor Response:

2.4.2.3 Provide training and technical support to the HCA, data submitters, and/or their representatives on topics related to file formats, data submission, editing, and coding and billing standards.

Vendor Response:

2.4.2.4 Work closely with diverse data submitters and/or their representatives, with varied levels of knowledge, skills, and resources, to understand their questions, problems, and demands, and be able to investigate and communicate solutions to them in a professional and cordial manner.

Vendor Response:

2.4.3. **Analytic Files.** Create and provide to the HCA adjudicated analytic files containing submitted fields, appropriate groupers and adjustment factors, and other demographic, cost, clinical, and quality fields.

Vendor Response:

2.4.3.1 Create and provide to the HCA, on a routine basis, data file(s) containing all of the records and data elements submitted by hospitals, adjudicated records flagged for analysis, and processing and analytic fields created by the Vendor (including MDC, DRG, and other useful indicators of services, payment, cost, severity of illness, risk of mortality, intensity of service, and quality of care that will enhance HCA analysis). The minimum fields required in the analytic files are outlined in Attachment E.

Vendor Response:

2.4.3.2 Deliver the file(s) to the HCA in a secure electronic format approved by the HCA and acceptable for import into the HCA's then current version of SAS and Oracle, or other, then current software.

Vendor Response:

2.4.3.3 Maintain and provide to the HCA documentation, reference files, and data dictionaries detailing the contents of the data file(s) and any information necessary or useful for HCA in its review and analysis of the data, including but not limited to: a data element frequency report; file layouts; load programs; code value definitions and labels; custom programming code; and descriptions of the methodologies related to the creation of the calculated fields added to the file(s) by the Vendor.

Vendor Response:

2.4.3.4 Create and provide to the HCA, on a routine basis, new reports (current standard reports are described in the UB data request form available for download on the HCA website) from the analytic file(s) that summarize key utilization, access, cost, and quality indicators, such as: patient days; case-mix; market share and service areas; and common DRGs/diagnoses/procedures by patient demographic characteristics, geographic region, and/or hospital. Propose a series of reports to be developed during the first project year. In subsequent project years, plan for three modifications to current reports and for the development of two new reports annually.

Vendor Response:

2.4.4. **Data Security and Privacy.** Implement administrative, physical, and technical safeguards to ensure the confidentiality, integrity and availability of all System data the Vendor creates, receives, maintains, or transmits, in accordance with federal and state laws and regulations (including the HIPAA Security Rule, 45 CFR § 164.302), this contract, and HCA policies.

2.4.4.1 Comply with all HIPAA Security administrative safeguards, including:

Vendor Response:

2.4.4.1.1 Undertake a valid risk assessment and establish an effective risk management program for the System.

Vendor Response:

2.4.4.1.2 Implement procedures to regularly review records of information systems activity, such as audit logs, access reports, and security incident tracking reports.

Vendor Response:

2.4.4.1.3 Conduct security audits, at the request of the HCA, to evaluate the appropriateness and effectiveness of policies and procedures for protection of privacy, confidentiality, and security of the System data, including an analysis of the mechanisms used for data transfer and storage. The audit may include a review of the networking and computer facilities used by the System, penetration testing, or an active assault on the preliminary evaluation of basic data security issues; therefore, some sources of risk may only need to be evaluated categorically (i.e., significant vs. not significant). The audit should be conducted by an external subcontractor with expertise in the field of data security. A report on the results of the security audit should contain at a minimum: effectiveness/ineffectiveness of current data security policy and procedures, including receipt of data, storage, handling printouts, LAN access, remote access, staff knowledge and compliance, data transmission, and loss control security risks not addressed in the report. If appropriate, the report should address how findings compared to standards relevant to general businesses that develop research files for the government. If significant data security risks are identified by the audit, the report should recommend measures by which such risks can be minimized. Additional audits may be required to assess new threats or to evaluate the effectiveness of remediation steps taken to resolve problems.

Vendor Response:

2.4.4.1.4 Have security policies and procedures in place for Vendor staff, which include appropriate sanctions for staff that act contrary to such policies and procedures. Implement a security awareness and training program for all members of the vendor workforce. The State may require that a vendor provide evidence of adequate background checks, including a nationwide record search, for individuals who are entrusted by the vendor to work with State information.

Vendor Response:

2.4.4.1.5 Establish emergency/backup/disaster plans and contingencies for the System.

Vendor Response:

2.4.4.2 Comply with all HIPAA Security physical safeguards, including the establishment of adequate Vendor facility access controls and device and media controls.

Vendor Response:

2.4.4.3 Comply with all HIPAA Security technical safeguards, including:

Vendor Response:

2.4.4.3.1 Secure and appropriate authentication of all users of the data.

Vendor Response:

2.4.4.3.2 Support role-based access to data.

Vendor Response:

2.4.4.3.3 Adequate encryption of data "at rest," per then current NIST Special Publication 800-111, and "in motion," per then current FIPS 140-2, and methods to ensure that System data may be transmitted over an electronic communications network between hospitals, the HCA, and the Vendor in a manner that prevents unauthorized access. Maintain all encryption keys on a separate device from the device upon which the encrypted System data is stored.

Vendor Response:

2.4.4.3.4 Incorporate and employ an effective and efficient audit mechanism for tracking access to System data, including the preparation, update, and maintenance of audit logs.

Vendor Response:

2.4.4.3.5 Provide for automatic notification of certain non-routine or unscheduled access of System data to designated personnel, as appropriate.

Vendor Response:

2.4.4.3.6 Employ systemic mechanisms, including anti-virus and intrusion detection software, to ensure the integrity of data from improper alteration and destruction, and to corroborate the data's ongoing integrity, in compliance with HIPAA.

Vendor Response:

2.4.4.4 Ensure that data maintained on behalf of the System is not used, released, or sold without the specific authorization of the HCA, regardless of whether the data has been de-identified or included within a limited data set.

Vendor Response:

2.4.4.5 Implement appropriate notification procedures upon the discovery or suspicion of a breach of security of System data.

Vendor Response:

2.4.4.6 Routinely review and revise policies and procedures to ensure data security and privacy are in accordance with then current federal and state laws, and HCA standards and policies.

Vendor Response:

2.4.4.7 In the response to this RFP, the Vendor should:

Vendor Response:

2.4.4.7.1 Certify that it is not currently under investigation by any state or federal authority for a breach of data security.

Vendor Response:

2.4.4.7.2 Disclose whether it has been involved in any breach of data security, and provide details relating to the causes of the breach, the mitigating actions taken in response to the breach, and whether notification of affected consumers was undertaken.

Vendor Response:

2.4.4.7.3 Disclose details of any previous investigations by any state or federal authority related to privacy or security of patient information. The details must include the resulting corrective action plan or details of the final resolution, including the assessment of any fines or other sanctions against the vendor.

Vendor Response:

2.4.4.7.4 Certify that it has never been convicted of, charged with, or is under investigation for, violation of any criminal law, or violation of any civil law governing health care fraud, abuse, or waste.

Vendor Response:

2.4.4.7.5 Certify that it does not employ any individuals who have been excluded or debarred by the federal or any state government from participating in any federal or state program or contract.

Vendor Response:

2.4.5. **Project Management.** Provide project management, consulting, analysis, and reporting services to ensure successful project implementation.

2.4.5.1 Provide a dedicated, knowledgeable, and experienced team to provide project management and consultation, as required and/or requested by the HCA, including a project manager, functional/operational lead, and programmer. The team will work directly with the HCA, hospitals, and/or their representatives (e.g., Vendors) to implement the project as described in this RFP.

Vendor Response:

2.4.5.2 Continuously monitor changes to coding, billing, reimbursement, and electronic exchange standards and provide recommendations to the HCA regarding updates/revisions to the project and System.

Vendor Response:

2.4.5.3 Communicate regularly with the HCA regarding project status, including data submission activities, potential problems or barriers to project implementation, and contacts/communications with data submitters.

Vendor Response:

2.4.5.4 Maintain a documentation log of all changes implemented throughout the project period related to data collection and the resulting master and adjudicated files, including but not limited to: changes to file formats, data elements, coding, editing, revisions to the online data submission system; and any revisions applied to data submitted and contained in the master database, as approved by the HCA.

Vendor Response:

2.4.5.5 Provide consultation and recommendations to the HCA regarding HCA data analysis, reporting, and dissemination activities aimed at assessing the utilization, access, cost, and quality of healthcare.

Vendor Response:

2.4.5.6 Create systems, programs, and processes that are flexible enough to integrate updates and revisions in a timely manner, as required and/or requested by the HCA, without creating undue burden on resources.

Vendor Response:

2.4.5.7 Respond to HCA inquiries or requests for technical assistance and/or project revisions/updates within reasonable time frames, based on the urgency and importance of the issue as determined by the HCA.

Vendor Response:

2.4.5.8 Acquire or provide any necessary hardware, software, and reference data files to complete all tasks the Vendor proposes to perform in fulfillment of the project specifications and to meet all applicable timeframes set forth in this RFP. Data obtained for the sole purpose of the performance of this contract should not be used for any other purpose outside of the HCA contract.

Vendor Response:

2.4.5.9 Cover, or include in the project budget, all costs associated with providing technical assistance, training, and status reports to the HCA and data submitters, including teleconferencing, webinars, and/or travel to a minimum of two onsite meetings each year.

Vendor Response:

2.4.6 **Optional Services.** The Vendor may submit written plans and associated costs for the optional services that follow. The HCA **SHALL** have the option in each case whether to accept any or all optional services at any time during the term of the contract and all extensions. Costs **MUST** be included in the separate Cost Proposal, as outlined in Attachment C.

2.4.6.1 Develop and deliver to AHRQ's Healthcare Cost and Utilization Project (HCUP) an annual adjudicated file, in a timeline and format required by the HCA.

Vendor Response:

2.4.6.2 Prepare and provide to the HCA annual standard aggregated public use data files and standard reports, as described on the UB data request form available for download on the HCA website, to be disseminated by the HCA to data requesters.

Vendor Response:

2.4.6.3 Fulfill customer requests for subsets of adjudicated inpatient data, as approved and requested by the HCA, in accordance with then current HCA policies and procedures (the current data disclosure policy is available for download on the HCA website).

Vendor Response:

2.4.6.4 Fulfill ad hoc analysis requests to answer occasional and special research questions of the HCA.

Vendor Response:

2.4.6.5 Develop and provide to the HCA an analysis of the risk of reidentification of patients in the database based on the information contained in the final annual file in combination with other readily accessible data sources; recommend appropriate statistical disclosure limitation methods to increase patient confidentiality; and develop a limited data set, based on these recommendations, for release to requestors.

Vendor Response:

2.4.6.6 Develop, validate, and implement methods to track patients within and between hospitals and encounters in order to estimate hospital readmissions and patient transfers, and develop a report summarizing the methodology and findings.

Vendor Response:

2.4.6.7 Provide tools, products, report templates, software, and/or code for use by HCA and/or external partners to conduct analysis of health care utilization, access, costs, and quality.

Vendor Response:

2.4.6.8 Identify, collect, edit, maintain, and provide to the HCA data for services rendered in non-inpatient settings by West Virginia hospitals, and other relevant providers, using methods and processes comparable to inpatient data collection. Provide separate cost information for each category of data below (to be submitted separately in the cost proposal):

Vendor Response:

2.4.6.8.1 Emergency Department data;

Vendor Response:

2.4.6.8.2 Outpatient surgery data from hospitals;

Vendor Response:

2.4.6.8.3 Outpatient observation stays;

Vendor Response:

2.4.6.8.4 Outpatient diagnostic and therapeutic hospital services;

Vendor Response:

2.4.6.8.5 Outpatient physician office visits or other types of hospital outpatient services;

Vendor Response:

2.4.6.9 Develop and implement new System enhancements, data quality reports, or analytic reports, determined necessary to perform the functions of this project but not elsewhere specified or required by this RFP.

Vendor Response:

Attachment B: Mandatory Specification Checklist

The vendor must describe a plan to implement the following mandatory specifications and certify that the proposal meets or exceeds these specifications. Vendors unable to meet these mandatory specifications will be disqualified.

2.5 MANDATORY REQUIREMENTS

2.5.1 The Vendor **SHALL** agree that all data and any software, programming code (including code to implement editing and adjudication procedures, and to create non-proprietary analytic fields), file formats, or other deliverables developed to fulfill the contract requirements, be the sole property of the HCA.

Vendor Response:

2.5.2 The Vendor **SHALL** agree to provide privacy and security safeguards to protect all data from any use or disclosure for any purpose other than that described within this proposal or expressly authorized by the HCA Project Manager through written signed consent.

Vendor Response:

2.6 MANDATORY DELIVERABLES

2.6.1 The Vendor **SHALL** maintain a secure website for the on-line data collection, data submission by file upload, data editing, and distribution of reports to data submitters and the HCA, as approved by the HCA, within 90 days of contract award.

Vendor Response:

2.6.2 The Vendor **MUST** provide live help desk support by telephone to data submitters and/or their representatives for at least eight hours per day during daytime business hours (EST), five days per week, excluding West Virginia state holidays.

Vendor Response:

2.6.3 The Vendor **SHALL** conduct analyses to investigate and determine potential data quality issues, as requested by the HCA, within at least 10 business days of request.

Vendor Response:

2.6.3.1 The Vendor **MUST** correct identified data submission errors that are determined cannot or should not be corrected by the data submitter, as requested and/or approved by the HCA, within at least 20 business days of request/approval.

Vendor Response:

2.6.3.2 The Vendor **MUST** correct any identified errors in the System or the resulting file(s), which are attributable to the Vendor, within at least 10 business days of request.

Vendor Response:

2.6.4 The Vendor **SHALL** certify that the disaster recovery plan, as approved by HCA, has been tested and proven effective within 60 days of contract award.

Vendor Response:

2.6.5 The Vendor **MUST** deliver a final complete data file for the previous calendar year, with all identified data quality issues resolved, by June 1 each year.

Vendor Response:

2.6.6 The Vendor **SHALL**, within 30 days of the end of each contract year, provide to the HCA an annual report of the project, including but not limited to: project successes and barriers; revisions or updates implemented to the System during the project year; and any recommendations for future project and System enhancements.

Vendor Response:

2.6.7 The Vendor **SHALL**, at least 90 days prior to each contract year, submit to HCA a final and approved annual detailed work plan of key activities and projects to be completed during the year. The work plan must include an implementation timeline for key project activities and identify responsible team members.

Vendor Response:

2.6.8 The Vendor **SHALL** cooperate with the HCA and any subsequent Vendor should the contract, which is the subject of this RFP, be terminated, and to deliver any and all data, documentation, and associated work products to the HCA or its designee within thirty (30) days of receipt of notice of contract termination.

Vendor Response:

2.6.9 The Vendor **SHALL** destroy all data in the System at the end of the contract and/or upon the request of the HCA in accordance with the then current NIST Special Publication 800-88.

Vendor Response:

2.6.10 The Vendor **SHALL** notify the designated HCA Project Manager immediately, by telephone call at 304.558.7000 and e-mail, upon the **discovery** of breach of security of System data, where the use or disclosure is not provided for by this RFP or contract, of which it becomes aware, if the System data was, or is reasonably believed to have been, acquired by an unauthorized person. If there is a **suspected** security incident, intrusion or unauthorized use or disclosure of PHI in violation of this RFP or contract, or potential loss of System data affecting this RFP or contract, then notification must occur within 24 hours by the same methods above. The Vendor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of System data. Within 72 hours of the discovery, the Vendor shall notify the HCA

Project Manager of: (a) What data elements were involved and the extent of the data involved in the breach; (b) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed System data; (c) A description of where the System data is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any federal or state laws requiring individual notifications of breaches are triggered. HCA will coordinate with the Vendor to determine additional specific actions that will be required of the Vendor for mitigation of the breach, which may include notification to the individual or other authorities. All associated costs shall be borne by the Vendor. This may include, but not be limited to costs associated with notifying affected individuals.

Vendor Response:

I certify that the proposal submitted meets or exceeds all the mandatory specifications of this RFP. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment C: Cost Sheet

Submit a cost proposal, in the format outlined below, in a separate sealed envelope. Costs should be clearly marked.

TABLE 1. ANNUAL PROJECT COSTS

All-Inclusive costs for implementing the Project Goals and Objectives, Mandatory Requirements, and Mandatory Specifications (Sections 2.4.1-2.4.5, 2.5, and 2.6).

Year	Cost for Services Provided by Vendor	Cost for Services Provided by a Subcontractor*	Total Cost
1			
2			
3			
4			
5			
Total 5-Year Project Cost			

* Services proposed to be performed by a subcontractor must be described in the Technical Response and outlined in Table 3.

TABLE 2. ANNUAL OPTIONAL COSTS

Provide the annual costs for implementing the following Optional Services (Section 2.4.6).

Optional Service	Cost	Annual Units	Total Annual Cost
2.4.6.1 Develop and deliver to AHRQ's Healthcare Cost and Utilization Project (HCUP) an annual adjudicated file, in a timeline and format required by the HCA.	\$ per file	1	
2.4.6.2 Prepare and provide to the HCA annual standard aggregated public use data files and standard reports, as described on the UB data request form available for download on the HCA website, to be disseminated by the HCA to data requesters.	\$ per report/file	7	
2.4.6.3 Fulfill customer requests for subsets of adjudicated inpatient data, as approved and requested by the HCA, in accordance with then current HCA policies and procedures.	\$ per request	10	
2.4.6.4 Fulfill ad hoc reporting requests to answer occasional and special research questions of the HCA. (Total project hours will be negotiated at time of request)	All-inclusive hourly rate	120	

2.4.6.5 Develop and provide to the HCA an analysis of the risk of reidentification of patients in the database based on the information contained in the final annual file in combination with other readily accessible data sources; recommend appropriate statistical disclosure limitation methods to increase patient confidentiality; and develop a limited data set, based on these recommendations, for release to requestors.	\$ per year	1	
2.4.6.6 Develop, validate, and implement methods to track patients within and between hospitals and encounters in order to estimate hospital readmissions and patient transfers, and develop a report summarizing the methodology and findings.	\$ per year	1	
2.4.6.7 Provide tools, products, report templates, software, and/or code for use by HCA and/or external partners to conduct analysis of health care utilization, access, costs, and quality.	\$ per year	1	
2.4.6.8 Identify, collect, edit, maintain, and provide to the HCA data for services rendered in non-inpatient settings by West Virginia hospitals, and other relevant providers, using methods and processes comparable to inpatient data collection. Provide separate cost information for each category of data below:			
2.4.6.8.1 Emergency Department data;	\$ per year	1	
2.4.6.8.2 Outpatient surgery data from hospitals;	\$ per year	1	
2.4.6.8.3 Outpatient observation stays;	\$ per year	1	
2.4.6.8.4 Outpatient diagnostic and therapeutic hospital services;	\$ per year	1	
2.4.6.8.5 Outpatient physician office visits or other types of hospital outpatient services;	\$ per year	1	
2.4.6.9 Develop and implement new data submission system enhancements, data quality reports, or analytic reports, determined necessary to perform the functions of this project but not elsewhere specified or required by this RFP. Provide associated costs for the following labor categories. (<i>Total project hours will be negotiated at time of request</i>)			
Project Management	Hourly rate	20	
Research/Planning	Hourly rate	20	
Programming/Development	Hourly rate	20	
Total Annual Optional Cost			

Final Total Project Cost (to be inserted into the cost score formula outlined in Section 4.2)

Total 5-Year Project Cost (Tble 1) + Total Annual Optional Cost (Tble 2)	
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TABLE 3. Subcontractor Services and Costs

Detail the services and associated costs included in Table 1 that will be completed by a subcontractor.

Year	Description of Specific Services to be Provided by the Vendor's Subcontractor (reference the corresponding project goal/objective or mandatory requirement)	Cost

Billing Schedule

Annual project costs shall be billed in four equal payments, at the end of each quarter. Costs for Optional Services shall be billed monthly upon receipt of the deliverable by HCA.

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

Attachment D: 837 File Format

West Virginia Health Care Authority / Thomson Reuters

837I Companion Guide

Version 2.2 effective for discharges with service end dates 1/1/2011 or later

Rel. 11/23/2010

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Overview

The following information is intended to serve only as a companion document to the WV Health Care Authority / Thomson Reuters 837I implementation guide. The use of this document is solely for the purpose of clarification.

ANSI 837 Completion Information

To ensure that your claim files are processed correctly, please include the following information in the appropriate ANSI EDI elements:

ANSI Element	
ISA07	"ZZ" qualifier
ISA08	Production ID: "WVHCA"
ISA15	Enter T when submitting a test claim file. Enter P when submitting a production claim file.
GS03	Production ID: "WVHCA"

Transaction Set Notes:

Loop 2400 can be repeated up to 999 times to accommodate multiple accommodation and ancillary charges. Each occurrence of Loop 2400 must contain the LX segment which assigns an identification number (counter) for each occurrence. In other words, for each LX segment, increment the LX01 by 1. You can only send one SV2 segment per Loop 2400. *Note that although the ANSI guidelines for Loop 2400 allow 999 repeats, the WVHCA database allows a maximum of 20 Accommodation Charges and a maximum of 99 Ancillary Charges for a single patient discharge record.*

The total claim amount should be sent ONLY in the CLM segment (in the CLM02). DO NOT send the total claim amount in an SV2 segment.

Transaction Set Details

The 837 described in this document covers two different scenarios.

1. The Subscriber IS the Patient
2. The Subscriber IS NOT the Patient

The requirements for each of these scenarios differ slightly, yet both are accounted for in the implementation guide.

The tables in the last two sections of this document address both scenarios separately and indicate the MIMINUM REQUIREMENTS for each.

Key Information Required

WV Health Care Authority / Thomson Reuters requires certain pieces of information to successfully process claims. Below is an explanation of these requirements:

<u>Required Field:</u>	<u>Location / Notes:</u>
Accommodation Charges, Revenue Codes, and Units	<p>Send the information about accommodation charges in the SV2 segment within Loop 2400 with a National Uniform Billing Committee (NUBC) Revenue Code greater than or equal to 70 and less than or equal to 219 (in the SV2_01 segment within Loop 2400).</p> <ul style="list-style-type: none"> ▪ Send the accommodation charge amount in the SV203. ▪ Send the accommodation quantity in the SV205. ▪ Send the accommodation unit of measure ("DA" Days or "UN" Unit) that describes the accommodation quantity in the SV204 segment.
Admission Date	<p>Send in the DTP03 segment where DTP01 = "435" and DTP02 = "DT". The format of this date/time is CCYYMMDDHHMM. This DTP is in Loop 2300.</p>
Admission Source Code	<p>Send in the CL102 segment in Loop 2300 Effective for claims with a start date of 1/1/2011 or later the value '7' is no longer valid</p>
Admission Type Code	<p>Send in the CL101 segment in Loop 2300</p>

<u>Required Field:</u>	<u>Location / Notes:</u>
Admit from Emergency Room:	Send the code P7 in the HI0101 segment (second sub-element of the first element) where HI0101 = "BG" (first sub-element of the first element). This is in the last HI segment type in Loop 2300.
Ancillary Charges, Revenue Codes, and Units	<p>Send information about the ancillary charges in the SV2 segment within Loop 2400 with a National Uniform Billing Committee (NUBC) Revenue Code less than 70 or greater than 219 (in the SV2_01 segment within Loop 2400).</p> <ul style="list-style-type: none"> ▪ Send the ancillary charge amount in the SV203 segment. ▪ Send the ancillary quantity in the SV205 segment. ▪ Send the ancillary unit of measure ("DA" Days or "UN" Unit) that describes the ancillary quantity in the SV204 segment.
Auto Accident State Code	If this claim is related to an auto accident, send the two character state abbreviation in the first 2 bytes of the CLM1104 segment (the fourth sub-element of the CLM11) within Loop 2300, where CLM1103 (the third sub-element of the CLM11) = "AA".
Batch Date (HCA)	Send this value in the BHT_04 segment to supply the date when the data was written to the file.
Batch Number (HCA)	Send this value in the BHT_03 segment to supply the batch ID assigned to a deliverable batch
Bill Type (Uniform Bill Type Code)	The first and second positions of the Uniform Bill Type Code should be sent in the CLM0501 within Loop 2300 (the first of three sub-elements of the CLM05). The third position of the Uniform Bill Type Code should be sent in the CLM0503 within Loop 2300 (the third of the three sub-elements of the CLM05).
Diagnosis Code (Admitting)	Send this code in the HI0202 segment (second sub-element of the second element) where HI0201 = "BJ" (first sub-element of the second element). This is in the same HI segment type as the Principal Diagnosis Code described above in Loop 2300.

Required Field:

Diagnosis Codes (Other)

Location / Notes:

Send the first other diagnosis code (if applicable) in the HI0102 segment where HI0101 = "BF". This is the second HI segment type in Loop 2300. You can send up to 12 other diagnosis codes in this segment, each one qualified by "BF" in the first sub-element. In addition, you can send a second occurrence of this HI segment if needed to report up to 5 additional other diagnosis codes.

Diagnosis Code (Principal)

Send this code in the HI0102 segment (second sub-element of the first element) where HI0101 = "BK" (first sub-element of the first element). This is in the first HI segment type in Loop 2300.

External Cause of Injury Code
(United States Department of
Health and Human Services,
Office of Vital Statistics E-Code)

Send this code in the HI0302 segment (second sub-element of the third element) where HI0301 = "BN" (first sub-element of the third element). This is in the same HI segment type as the Principal Diagnosis Code described above in Loop 2300.

External Cause of Injury POA

To report a POA code for the E-code sent in the HI0302 segment where HI0301 = "BN" in the first HI segment type in Loop 2300, send the 1 byte code (same codes described for other POA codes) in byte 22 of the K3 segment when K301 = "POA".

Federal Tax Number of the
Billing Provider

Send in the REF02 segment where REF01 = "EI" in the NM1 Loop qualified by "85" in Loop 2010AA.

Medical Record Number

Send this in the REF02 segment where REF01 = "EA". This REF segment is located in Loop 2300 following the CL1 segment.

Medicare Provider Number
(aka CCN - CMS Certification
Number)

Send in the REF02 segment where REF01 = "1C" in the NM1 Loop qualified by "85" in Loop 2010AA.

NPI (Attending Physician)

Send the Attending Physician's National Provider Identifier in the NM109 segment where NM101 = "71" and NM108 = "XX" in Loop 2310A.

NPI (Billing Provider)

Send this code in the NM1_2_09 segment within Loop 2010AA where NM1_2_08 = "XX" and NM1_2_01 = "85".

<u>Required Field:</u>	<u>Location / Notes:</u>
NPI (Operating Physician)	If applicable, send the Operating Physician's National Provider Identifier in the NM109 segment where NM101 = "72" and NM108 = "XX" in Loop 2310B.
NPI (Other Physician)	If applicable, send the Other Physician's National Provider Identifier in the NM109 segment where NM101 = "73" and NM108 = "XX" in Loop 2310C. The standard generally only allows for one occurrence of the Loop 2310C Other Physician, but we can successfully process two. If applicable, please send two occurrences of Loop 2310C to report two Other Physicians.
Patient Birth Date	Send in the DMG02 segment in Loop 2010BA if the Patient is the Subscriber, else in Loop 2010CA if the Patient is not the Subscriber.
Patient Control Number	Send in the CLM01 segment in Loop 2300.
Patient Gender Code	Send in the DMG03 segment in Loop 2010BA if the Patient is the Subscriber, else in Loop 2010CA if the Patient is not the Subscriber.
Patient Race & Ethnicity Code	Send a valid WVHCA race and ethnicity code in the DMG05 segment in Loop 2010BA if the Patient is the Subscriber, else in Loop 2010CA if the Patient is not the Subscriber. Refer to the WVHCA Data Element Specifications Guide for required WVHCA codes.
Patient Status Code	Send this code in the CL103 segment within Loop 2300.
Patient Zip Code	Send in the N403 segment in the NM1 Loop qualified by "IL" in Loop 2010BA if the Subscriber is the Patient, else in the NM1 Loop qualified by "QC" in Loop 2010CA if the Subscriber is not the Patient.
Payer Code	Up to 3 codes can be submitted to identify the expected source of payment. Refer to the WVHCA Data Element Specifications Guide for required WVHCA codes.
	* Send the primary payer in the NM109 segment within Loop 2010BC with NM108 = "PI" where NM101 = "PR" and NM102 = "2" in the 2010BC Loop.

Required Field:**Location / Notes:**

- * If applicable, send the **secondary payer** in the NM109 segment within Loop 2330B with NM108 = "PI" where NM101 = "PR" and NM102 = "2" in the 2330B Loop.
- * If applicable, send the **third payer** in another occurrence of 2330B Loop. Generally, only one occurrence of the 2330B Loop is allowed. Our process is set up to accept an additional occurrence if applicable. The third payer would be in the NM109 within Loop 2330B with NM108 = "PI" where NM101 = "PR" and NM102 = "2" as described for the secondary payer.

Present on Admission (POA)
Code(s)

For the principal diagnosis code and each other diagnosis code reported in the HI "BK" and HI "BF" segments, a POA (present on admission) code should also be sent. Facilities should report a POA value for each diagnosis code submitted.

Refer to the WVHCA Data Element Specifications Guide for additional information and valid codes.

**Send all applicable POA codes in the K301 segment in Loop 2300 after the REF "EA".
The K301 should be formatted as follows:**

Byte 4 = POA for Primary Diagnosis sent in the HI segment qualified by "BK"

Byte 5 = POA for the first Other Diagnosis sent in the HI segment qualified by "BF"

Byte 6 = POA for the second Other Diagnosis sent in the HI segment qualified by "BF"

Byte 7 = POA for the third Other Diagnosis sent in the HI segment qualified by "BF"

Byte 8 = POA for the fourth Other Diagnosis sent in the HI segment qualified by "BF"

Byte 9 = POA for the fifth Other Diagnosis sent in the HI segment qualified by "BF"

Byte 10 = POA for the sixth Other Diagnosis sent in the HI segment qualified by "BF"

Byte 11 = POA for the seventh Other Diagnosis sent in the HI segment qualified by "BF"

Byte 12 = POA for the eighth Other Diagnosis sent in the HI segment qualified by "BF"

Byte 13 = POA for the ninth Other Diagnosis sent in the HI segment qualified by "BF"

Byte 14 = POA for the tenth Other Diagnosis sent in the HI segment qualified by "BF"

Required Field:**Location / Notes:**

Byte 15 = POA for the eleventh Other Diagnosis sent in the HI segment qualified by "BF"

Byte 16 = POA for the twelfth Other Diagnosis sent in the HI segment qualified by "BF"

Byte 17 = POA for the thirteenth Other Diagnosis sent in the HI segment qualified by "BF" (this would be the 1st one listed in 2nd occurrence of HI "BF" segment)

Byte 18 = POA for the fourteenth Other Diagnosis sent in the HI segment qualified by "BF" (this would be the 2nd one listed in 2nd occurrence of HI "BF" segment)

Byte 19 = POA for the fifteenth Other Diagnosis sent in the HI segment qualified by "BF" (this would be the 3rd one listed in 2nd occurrence of HI "BF" segment)

Byte 20 = POA for the sixteenth Other Diagnosis sent in the HI segment qualified by "BF" (this would be the 4th one listed in 2nd occurrence of HI "BF" segment)

Byte 21 = POA for the seventeenth Other Diagnosis sent in the HI segment qualified by "BF" (this would be the 5th one listed in 2nd occurrence of HI "BF" segment)

NOTE: Please refer to "External Cause of Injury POA" in this document for details about Byte 22 of this field.

Procedure Codes (Other)

Send the first other procedure code (if applicable) in the HI0102 segment where HI0101 = "BQ". This is the fourth HI segment type in Loop 2300. You can send up to 4 additional other procedure codes in this same segment, each one qualified by "BQ" in the first sub-element.

Procedure Code (Principal)

Send this code in the HI0102 segment (second sub-element of the first element) where HI0101 = "BR" or "BP" (first sub-element of the first element). This is the third HI segment type in Loop 2300.

Statement Coverage Dates

Send this as a date range in the DTP03 segment where DTP01 = "434" and DTP02 = "RD8". Format will be CCYYMMDD-CCYYMMDD. First date is the coverage start date. Second date is the coverage end date. This DTP is in Loop 2300.

Required Field:

Total Claim Charges

Location / Notes:

Send the total claim amount in the CLM02 segment in Loop 2300.

MINIMUM REQUIREMENTS if the Subscriber IS the Patient:

Note: Please see the WV Health Care Authority / Thomson Reuters 837I implementation guide for detailed information on the Loop/Segment/Element.

Loop	Segment	Element	Description	Required by
	BHT	BHT01	Hierarchical Structure Code	ANSI
	BHT	BHT02	Transaction Set Purpose Code	ANSI
	BHT	BHT03	HCA Batch Number	TR/WV
	BHT	BHT04	HCA Batch Date	TR/WV
	BHT	BHT06	Transaction Type Code	ANSI
	REF	REF01	'87' Functional Category	ANSI
	REF	REF02	"004010X096A1" Transaction Type	ANSI
2000A			Billing/Pay-To Provider Loop	ANSI
2000A	HL	HL01	Hierarchical ID Number	ANSI
2000A	HL	HL03	"20" Hierarchical Level Code	ANSI
2000A	HL	HL04	Hierarchical Child Code	ANSI
2010AA	NM1		Billing Provider Information	TR/WV
2010AA	NM1	NM101	"85" Billing Provider	ANSI
2010AA	NM1	NM102	"2" Non-Person Entity	ANSI
2010AA	NM1	NM103	Last Name	ANSI
2010AA	NM1	NM108	"XX" NPI Qualifier	TR/WV
2010AA	NM1	NM109	National Provider Identifier	TR/WV
2010AA	REF	REF01	"EI" Employer's ID Number	ANSI
2010AA	REF	REF02	Federal Tax Number	TR/WV
2010AA	REF	REF01	"1C" Medicare Provider Number	ANSI
2010AA	REF	REF02	Medicare Provider Number	TR/WV
2000B			Subscriber Loop	TR/WV
2000B	HL	HL01	Hierarchical ID Number	ANSI
2000B	HL	HL02	Hierarchical Parent ID Number	ANSI
2000B	HL	HL03	"22" Hierarchical Level Code	ANSI
2000B	HL	HL04	"0" Hierarchical Child Code	ANSI
2000B	SBR	SBR01	"P" for Primary Payer	ANSI
2010BA	NM1		Subscriber-Patient Information	TR/WV
2010BA	NM1	NM101	"IL" Insured or Subscriber	ANSI
2010BA	NM1	NM102	"1" Person	ANSI
2010BA	N4	N403	Subscriber-Patient Zip Code	TR/WV
2010BA	DMG	DMG01	"D8" Date/Time Qualifier	ANSI
2010BA	DMG	DMG02	Subscriber-Patient Birth Date	ANSI
2010BA	DMG	DMG03	Subscriber-Patient Gender Code	ANSI
2010BA	DMG	DMG05	Subscriber-Patient Race and Ethnicity Code	TR/WV
2010BC	NM1		Payer Information	TR/WV

Loop	Segment	Element	Description	Required by
2010BC	NM1	NM101	"PR" Payer	ANSI
2010BC	NM1	NM102	"2" Non-Person Entity	ANSI
2010BC	NM1	NM108	"PI" Payer Identification	TR/WV
2010BC	NM1	NM109	Primary Payer Code	TR/WV
2300	CLM	CLM01	Patient Control Number	ANSI
2300	CLM	CLM02	Total Claim Charges	TR/WV
2300	CLM	CLM0501	Health Care Service Location Information - Facility Code Value - the first & second positions of the Uniform Billing Claim Form Bill Type code	TR/WV
2300	CLM	CLM0502	Health Care Service Location Information - Facility Code Qualifier "A"	ANSI
2300	CLM	CLM0503	Health Care Service Location Information - Claim Frequency Type Code - the third position of the Uniform Billing Claim Form Bill Type code	TR/WV
2300	CLM	CLM1103	"AA" Related Causes Code	TR/WV
2300	CLM	CLM1104	Auto Accident State or Province Code	TR/WV
2300	DTP	DTP01	"434" Statement Coverage Dates Qualifier	ANSI
2300	DTP	DTP02	"RD8" Date Format Qualifier	ANSI
2300	DTP	DTP03	Statement Coverage Dates	ANSI
2300	DTP	DTP01	"435" Admission Date Qualifier	ANSI
2300	DTP	DTP02	"DT" Date Format Qualifier	ANSI
2300	DTP	DTP03	Admission Date	TR/WV
2300	CL1	CL101	Admission Type Code	TR/WV
2300	CL1	CL102	Admission Source Code	TR/WV
2300	CL1	CL103	Patient Status Code	TR/WV
2300	REF	REF01	"EA" Medical Record Identification Number Qualifier	ANSI
2300	REF	REF02	Medical Record Number	TR/WV
2300	K3	K301	"POA" followed by the appropriate "Present on Admission" indicator(s) as described in the <i>WV Health Care Authority / Thomson Reuters 837I implementation guide</i> .	TR/WV
2300	HI(1)	HI0101	"BK" Principal Diagnosis Qualifier	ANSI
2300	HI(1)	HI0102	Principal Diagnosis Code	TR/WV
2300	HI(1)	HI0201	"BJ" Admitting Diagnosis Qualifier	ANSI
2300	HI(1)	HI0202	Admitting Diagnosis Code	TR/WV
2300	HI(1)	HI0301	"BN" E-Code Qualifier	ANSI
2300	HI(1)	HI0302	External Cause of Injury Code (E-Code)	TR/WV
2300	HI(2)	HIxx01	"BF" Other Diagnosis Qualifier	ANSI
2300	HI(2)	HIxx02	Other Diagnosis Codes	TR/WV
2300	HI(3)	HI0101	"BR" Principal Procedure Qualifier	ANSI
2300	HI(3)	HI0102	Principal Procedure Code	TR/WV
2300	HI(4)	HI0x01	"BQ" Other Procedure Qualifier	ANSI
2300	HI(4)	HI0x02	Other Procedure Codes	TR/WV
2300	HI(5)	HI0101	"BG" Condition Code Qualifier	ANSI
2300	HI(5)	HI0102	P7 Condition Code	TR/WV

Loop	Segment	Element	Description	Required by
2310A	NM1		Attending Physician	TR/WV
2310A	NM1	NM101	"71" Attending Physician	ANSI
2310A	NM1	NM102	Entity Type Qualifier	ANSI
2310A	NM1	NM103	Last Name	ANSI
2310A	NM1	NM108	"XX" NPI Qualifier	TR/WV
2310A	NM1	NM109	National Provider Identifier	TR/WV
2310B	NM1		Operating Physician	TR/WV
2310B	NM1	NM101	"72" Operating Physician	ANSI
2310B	NM1	NM102	Entity Type Qualifier	ANSI
2310B	NM1	NM103	Last Name	ANSI
2310B	NM1	NM108	"XX" NPI Qualifier	TR/WV
2310B	NM1	NM109	National Provider Identifier	TR/WV
2310C	NM1		Other Physician (Primary & Secondary)	TR/WV
2310C	NM1	NM101	"73" Other Physician	ANSI
2310C	NM1	NM102	Entity Type Qualifier	ANSI
2310C	NM1	NM103	Last Name	ANSI
2310C	NM1	NM108	"XX" NPI Qualifier	TR/WV
2310C	NM1	NM109	National Provider Identifier	TR/WV
2320	SBR	SBR01	"S" for Secondary Payer; "T" for Tertiary Payer	ANSI
2330B	NM1	NM101	"PR" Payer	ANSI
2330B	NM1	NM102	"2" Non-Person Entity	ANSI
2330B	NM1	NM108	"PI" Payer Identification	TR/WV
2330B	NM1	NM109	Secondary/Tertiary Payer Code	TR/WV
2400	LX	LX01	Service Line Number	ANSI
2400	SV2	SV201	Revenue Code	TR/WV
2400	SV2	SV203	Line Item Charge Amount	TR/WV
2400	SV2	SV204	"DA" Days or "UN" Unit	TR/WV
2400	SV2	SV205	Quantity of days or units	TR/WV

MINIMUM REQUIREMENTS if the Subscriber IS NOT the Patient:

Note: Please see the WV Health Care Authority / Thomson Reuters 837I implementation guide for detailed information on the Loop/Segment/Element.

Loop	Segment	Element	Description	Required by
	BHT	BHT01	Hierarchical Structure Code	ANSI
	BHT	BHT02	Transaction Set Purpose Code	ANSI
	BHT	BHT03	HCA Batch Number	TR/WV
	BHT	BHT04	HCA Batch Date	TR/WV
	BHT	BHT06	Transaction Type Code	ANSI
	REF	REF01	'87' Functional Category	ANSI
	REF	REF02	"004010X096A1" Transaction Type	ANSI
2000A			Billing/Pay-To Provider Loop	ANSI
2000A	HL	HL01	Hierarchical ID Number	ANSI
2000A	HL	HL03	"20" Hierarchical Level Code	ANSI
2000A	HL	HL04	Hierarchical Child Code	ANSI
2010AA	NM1			TR/WV
2010AA	NM1	NM101	"85" Billing Provider	ANSI
2010AA	NM1	NM102	"2" Non-Person Entity	ANSI
2010AA	NM1	NM103	Last Name	ANSI
2010AA	NM1	NM108	"XX" NPI Qualifier	TR/WV
2010AA	NM1	NM109	National Provider Identifier	TR/WV
2010AA	REF	REF01	"EI" Employer's ID Number	ANSI
2010AA	REF	REF02	Employer's ID Number	TR/WV
2010AA	REF	REF01	"1C" Medicare Provider Number	ANSI
2010AA	REF	REF02	Medicare Provider Number	TR/WV
2000B			Subscriber Loop	TR/WV
2000B	HL	HL01	Hierarchical ID Number	ANSI
2000B	HL	HL02	Hierarchical Parent ID Number	ANSI
2000B	HL	HL03	"22" Hierarchical Level Code	ANSI
2000B	HL	HL04	"1" Hierarchical Child Code	ANSI
2000B	SBR	SBR01	"P" for Primary Payer	ANSI
2010BC	NM1		Payer Information	TR/WV
2010BC	NM1	NM101	"PR" Payer	ANSI
2010BC	NM1	NM102	"2" Non-Person Entity	ANSI
2010BC	NM1	NM103	Organization Name	TR/WV
2010BC	NM1	NM108	"PI" Payer Identification	TR/WV
2010BC	NM1	NM109	Payer Identification Number	TR/WV
2000C			Patient Hierarchical Loop	ANSI
2000C	HL	HL01	Hierarchical Parent ID Number	ANSI
2000C	HL	HL02	Hierarchical Parent ID Number	ANSI
2000C	HL	HL03	"23" Hierarchical Level Code	ANSI
2000C	HL	HL04	"0" Hierarchical Child Code	ANSI
2010CA	NM1		Patient Information	TR/WV
2010CA	NM1	NM101	"QC" Patient Qualifier	ANSI
2010CA	NM1	NM102	"1" Person Entity Type Qualifier	ANSI
2010CA	N4	N403	Patient Zip Code	TR/WV

Loop	Segment	Element	Description	Required by
2010CA	DMG	DMG01	"D8" Date/Time Qualifier	ANSI
2010CA	DMG	DMG02	Patient Birth Date	ANSI
2010CA	DMG	DMG03	Patient Gender Code	ANSI
2010CA	DMG	DMG05	Patient Race and Ethnicity Code	TR/WV
2300	CLM	CLM01	Patient Control Number	ANSI
2300	CLM	CLM02	Total Claim Charge Amount	TR/WV
2300	CLM	CLM0501	Health Care Service Location Information - Facility Code Value - the first & second positions of the Uniform Billing Claim Form Bill Type code	TR/WV
2300	CLM	CLM0502	Health Care Service Location Information - Facility Code Qualifier "A"	ANSI
2300	CLM	CLM0503	Health Care Service Location Information - Claim Frequency Type Code - the third position of the Uniform Billing Claim Form Bill Type code	TR/WV
2300	CLM	CLM1103	"AA" Related Causes Code	TR/WV
2300	CLM	CLM1104	Auto Accident State or Province Code	TR/WV
2300	DTP	DTP01	"434" Statement Coverage Dates Qualifier	ANSI
2300	DTP	DTP02	"RD8" Date Format Qualifier	ANSI
2300	DTP	DTP03	Statement Coverage Dates	ANSI
2300	DTP	DTP01	"435" Admission Date Qualifier	ANSI
2300	DTP	DTP02	"DT" Date Format Qualifier	ANSI
2300	DTP	DTP03	Admission Date	TR/WV
2300	CL1	CL101	Admission Type Code	TR/WV
2300	CL1	CL102	Admission Source Code	TR/WV
2300	CL1	CL103	Patient Status Code	TR/WV
2300	REF	REF01	"EA" Medical Record Identification Number Qualifier	ANSI
2300	REF	REF02	Medical Record Number	TR/WV
2300	K3	K301	"POA" followed by the appropriate "Present on Admission" indicator(s) as described in the <i>WV Health Care Authority / Thomson Reuters 837I implementation guide</i> .	TR/WV
2300	HI(1)	HI0101	"BK" Principal Diagnosis Qualifier	ANSI
2300	HI(1)	HI0102	Principal Diagnosis Code	TR/WV
2300	HI(1)	HI0201	"BJ" Admitting Diagnosis Qualifier	ANSI
2300	HI(1)	HI0202	Admitting Diagnosis Code	TR/WV
2300	HI(1)	HI0301	"BN" E-Code Qualifier	ANSI
2300	HI(1)	HI0302	External Cause of Injury Code (E-Code)	TR/WV
2300	HI(2)	HIxx01	"BF" Other Diagnosis Qualifier	ANSI
2300	HI(2)	HIxx02	Other Diagnosis Codes	TR/WV
2300	HI(3)	HI0101	"BR" Principal Procedure Qualifier	ANSI
2300	HI(3)	HI0102	Principal Procedure Code	TR/WV
2300	HI(4)	HI0x01	"BQ" Other Procedure Qualifier	ANSI
2300	HI(4)	HI0x02	Other Procedure Codes	TR/WV
2300	HI(5)	HI0101	"BG" Condition Code Qualifier	ANSI
2300	HI(5)	HI0102	P7 Condition Code	TR/WV

Loop	Segment	Element	Description	Required by
2310A	NM1		Attending Physician	TR/WV
2310A	NM1	NM101	"71" Attending Physician	ANSI
2310A	NM1	NM102	Entity Type Qualifier	ANSI
2310A	NM1	NM103	Last Name	ANSI
2310A	NM1	NM108	"XX" NPI Qualifier	TR/WV
2310A	NM1	NM109	National Provider Identifier	TR/WV
2310B	NM1		Operating Physician	TR/WV
2310B	NM1	NM101	"72" Operating Physician	ANSI
2310B	NM1	NM102	Entity Type Qualifier	ANSI
2310B	NM1	NM103	Last Name	ANSI
2310B	NM1	NM108	"XX" NPI Qualifier	TR/WV
2310B	NM1	NM109	National Provider Identifier	TR/WV
2310C	NM1		Other Physician (Primary & Secondary)	TR/WV
2310C	NM1	NM101	"73" Other Physician	ANSI
2310C	NM1	NM102	Entity Type Qualifier	ANSI
2310C	NM1	NM103	Last Name	ANSI
2310C	NM1	NM108	"XX" NPI Qualifier	TR/WV
2310C	NM1	NM109	National Provider Identifier	TR/WV
2320	SBR	SBR01	"S" for Secondary Payer; "T" for Tertiary Payer	ANSI
2330B	NM1	NM101	"PR" Payer	ANSI
2330B	NM1	NM102	"2" Non-Person Entity	ANSI
2330B	NM1	NM108	"PI" Payer Identification	TR/WV
2330B	NM1	NM109	Secondary/Tertiary Payer Code	TR/WV
2400	LX	LX01	Service Line Number	ANSI
2400	SV2	SV201	Revenue Code	TR/WV
2400	SV2	SV203	Line Item Charge Amount	TR/WV
2400	SV2	SV204	"DA" Days or "UN" Unit	TR/WV
2400	SV2	SV205	Quantity of days or units	TR/WV

**West Virginia Health Care Authority
Hospital Inpatient Data System
Analytic File Contents**

Field Name	Field Label	Notes
MASTKEY	Record Count	
HOSPID	Hospital ID-four digit code	
PROVM	Main hospital medicare provider number	
UNIQUE_1	HCA unique hospital number	Mapped from HOSPID via Hospital Reference table
FEIN	Federal tax number	
HNAME1	Hospital Name	Hospital name mapped from HOSPID
HOSPID2	Hospital unit ID-four digit code	
PROV	Medical provider number (detailed)	
PATNO	Patient control number	
MRN	Medical record number	
BTYPE	Type of bill	
BILLCAT	the first 2 digit of BTYPE	Parsed from BTYPE
DISCTYPE	H-inpatient,L-LTC, S-Swing bed, O-others	Mapped from BILLCAT (see Code Maps tab)
ADMIT	Admission date	
SDATE	Admission date-Begin date of hosp stay	
EDATE	Discharge date-Ending date of hosp stay	
YEAR	Year of EDATE	Parsed from EDATE
MON	Month of EDATE	Parsed from EDATE
B_MONTH	Billing month flag for the current year	"123456789ABC" code based on SDATE/EDATE
BATCHID	Batch ID-four digit code	
BATDATE	Date batch prepared	
STEPNUM	Processing step number	
BATNO	HCA batch number	
MASTERF	1 - flag records for master file	1=record from master dataset
ANFLAG	1 - flag records for analysis file	1=analytic claim
COMBFLAG	1 - flag new combined records	1=combined claim
COMPLETE	Y - complete discharge	Y=part of complete set of intermediate claims (xx4, xx3 (if any) and xx2)
NPAYOR1	Primary payor	
NPAYOR2	Secondary payor	
NPAYOR3	Tertiary payor	
NEWPAY1	Primary payor without leading H	Parsed from NPAYOR1
NEWPAY2	Secondary payor without leading H	Parsed from NPAYOR2
NEWPAY3	Tertiary payor without leading H	Parsed from NPAYOR3

Field Name	Field Label	Notes
PAYOR1	Category of primary payor	
PAYOR2	Category of secondary payor	
PAYOR3	Category of tertiary payor	
PAYTYP	The first 2 digits of NEWPAY1	Parsed from NEWPAY1
PAYGRP	Payor group	Mapped from PATYP: Coded 1-14
HMO	HMO payor type	"HMO" when 4th digit of NPAYOR1 = 4
DIAG1	Principle diagnosis	
DIAG2-DIAG18	Other diagnosis	
ECODE	External cause of injury	
ADMDIAG	Admitting Diagnosis Code	
ACCSTATE	Accident State	
PROC1	Principle procedure	
PROC2-PROC6	Other procedure	
DRG_APR*	APR-DRG in effect on discharge date	APR DRG grouper in effect on EDATE
MDC_APR*	APR-MDC in effect on discharge date	APR DRG grouper in effect on EDATE
RTC_APR*	Return code of APR DRG and MDC	APR DRG grouper in effect on EDATE
DRG	DRG in effect on discharge date	CMS grouper in effect on EDATE
MDC_HCF	MDC in effect on discharge date	CMS grouper in effect on EDATE
RTC_HCF	Return code of DRG and MDC	CMS grouper in effect on EDATE
WEIGHT	DRG weight imported from CMS tables	CMS grouper in effect on EDATE
MDC	MDC imported from CMS tables	CMS grouper in effect on EDATE
DRG_InitialHCF	Initial DRG in effect on discharge date	CMS grouper in effect on EDATE - Ignoring POA
MDC_InitialHCF	Initial MDC in effect on discharge date	CMS grouper in effect on EDATE - Ignoring POA
DRG_InitialAPR*	APR-Initial DRG in effect on discharge date	APR DRG grouper in effect on EDATE - Ignoring POA
MDC_InitialAPR*	APR-Initial MDC in effect on discharge date	APR DRG grouper in effect on EDATE - Ignoring POA
WEIGHT_InitialHCF	CMS Weight for Initial DRG	CMS grouper in effect on EDATE
CHG1-CHG45	Charges (by revenue code)	Charges 46-119 included in additional file
RC1-RC45	Revenue code	Charges 46-119 included in additional file
U1-U45	Units of service	Charges 46-119 included in additional file
TACHG	Total Ancillary Charges	Sum of Ancillary Charges
TCHG	Total Charge - created (rectype=50,60)	
TRCHG	Total Room Charges	Sum of Accommodation Charges
CHG_FLAG	1=more than 45 charge elements, 0=not	Charges 46-119 included in additional file
ZIP	Patient zipcode	
ZIP4	Patient zipcode 4	
STATE	Patient state	Mapped from ZIP
COUNTY	Patient county	Mapped from ZIP
CTYPE	State/county groupings	Mapped from STATE/COUNTY: BORDERS, BORDR ST, IN-STATE, INVALID, NON-BORD

Field Name	Field Label	Notes
GRP	Category of state and county groupings	Mapped from STATE: 1=WV, 2=Other, 3=Invalid
BMO	Patient birth month	
BDAY	Patient birth day	
BYEAR	Patient birth year	
AGE	Patient age on admission-created	
AG	Age category	Mapped from AGE: 1=<15, 2=15-44, 3=45-64, 4=65+
SEX	Patient sex	
LOS	Length of stay in days-created	
MSTAT	Marital status	
SRCE	Source of admission	
TYPEAD	Type of admission	
PSTAT	Patient status	
PID1	Attending physician ID	
PID2	Other physician ID	
NPI	NPI	
NPI_ATT	Attending NPI	
NPI_OP	Operating NPI	
NPI_OTH1	Other NPI	
NPI_OTH2	Other NPI	
RACE	Patient Race	
ETHNICITY	Patient Ethnicity	
POA1-POA18	Present on Admission Codes	
EPOA	External Cause of Injury Present on Admission	

* Inclusion of this field is negotiable

RFQ No. HCC 11096

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia 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.

ATTACHMENT
P.O.# HCC 11096

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: _____

Signed: _____

Title: _____

Date: _____

