

SOLE SOURCE DETERMINATION

The Purchasing Division has been requested to approve a sole source purchase for the commodity or service described below. Pursuant to West Virginia Code 5A-3-10c, the Purchasing Division is attempting to determine whether the commodity or service is a sole source procurement.

If you believe your company meets the required experience and qualification criteria stated below, please e-mail the Purchasing Division Buyer at guy.l.nisbet@wv.gov with a copy to w.michael.sheets@wv.gov to express your interest in the project. Please forward any and all information that will support your company's compliance with required qualification and eligibility criteria along with any other pertinent information relative to this project to the Purchasing Division no later than 1:30 PM on June 3rd.

Requisition Number: CHP14014

Department/Agency: WV CHIP

Detailed Description of Project: WVCHIP is seeking assistance from Berry Dunn with project management support, technical assistance, and subject matter expertise for the design, development, and implementation (DDI) phase necessary to transition its claims processing through full migration to West Virginia's MMIS.

Proposed Sole Source Vendor: Berry, Dunn, McNeil & Parker LLC

Basis for Sole Source Consideration: WVCHIP is requesting your approval of a sole-source procurement for professional consulting services to Berry Dunn McNeil & Parker LLC (Berry Dunn). WVCHIP believes this is justified as a sole-source award for the following reasons:

- 1) Pursuant to WV Code Chapter 5A-3-10C, the agency has no knowledge of other vendors that would be able to provide these services. WVCHIP was established by WV Code to avoid duplicating functions available in other State agencies, §5-16B-1(c). As such, WVCHIP has an agreement with WVDHHR to perform program eligibility determinations utilizing WVDHHR RAPIDS systems. Berry Dunn is the contractor for the State Medicaid Agency, housed within WVDHHR, to perform consulting services in relation to implementation of the Affordable Care Act (ACA). Berry Dunn is also contracted to perform certain services for Medicaid in regard to its Medicaid Management Information System (MMIS). Also, Berry Dunn has completed work for the Office of Insurance Commissioner (OIC) in regard to the HealthCare Marketplace (the Exchange). WVCHIP believes only this vendor must provide these services as they have already completed environmental scanning and other necessary foundational work plans concerning the health care reform regulatory changes under a prior sole source agreement with this agency, and it has a current and ongoing contract to this state's Medicaid oversight agency, BMS. As a current assistor in this planning capacity, Berry Dunn has in place highly qualified personnel working and advising key BMS staff, and who also have necessary electronic systems access to sustain planning and decision making capacity. Not only would BMS be unable to grant systems access to another vendor at this key time period, it would

not be able to accommodate an additional vendor to carry out similar activity on WVCHIP's behalf without creating inefficiency through duplication of effort and competing demands for BMS staff.

- 2) Under a previous sole source procurement, Berry Dunn was able to assist the agency with a review of federal regulatory requirements related to the Affordable Care Act (ACA), particularly those pertaining to statistical and informational reporting drawn from claims processing data. The agency must be able to provide this information into the federal reporting system designated as the Transformed Medicaid Statistical and Information System (T-MSIS). The agency has concluded it must change its claims processing to a vendor compliant with the state-of-the-art Medicaid Management Information System to accomplish this objective. This contract will assist the agency with necessary planning, technical assistance, and subject matter expertise to begin a develop, design, and implementation phase necessary to migrate its claims processing through the testing phase until full migration to the new vendor system is complete.
- 3) WVCHIP believes if services in this agreement were to be provided by Berry Dunn, this would provide increased efficiency, and reduce redundancies since they are able to take advantage of previously performed systems documentation and established personnel relationships necessary to perform the foundational planning work required for WVCHIP deliverables. This is a highly qualified vendor that has already performed this highly specialized similar work in at least 3 other states. This vendor is uniquely qualified by experience and understanding of the health care reform regulatory environment, necessary time frames, and complex interactions among a state's Medicaid, WVCHIP, and insurance agencies this reform entails.

This is not a request to circumvent the normal competitive bidding requirements, but one that allows this Agency to proceed expeditiously without duplicating work already performed or underway by a successful vendor under contract to another state agency with shared processes. Your favorable consideration is appreciated.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



Term Contract

Initial Contract Term: This Contract becomes effective on _____ award
and extends for a period of **eighteen (18) months**.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to **zero (0)** successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:



Commercial General Liability Insurance:

\$1,000,000.00 or more.



Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.



The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation 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 litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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 Solicitation 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, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. 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 and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.



Statement of Work (SOW): Project Management (PM) Support for WVCHIP Transition Project

I. Introduction

The intent of this document is to outline the work BerryDunn is to perform for the West Virginia Children's Health Insurance Program (WVCHIP) on the Transition Project (Project) and help ensure a common understanding of expectations as they relate to the deliverables and services to be provided.

WVCHIP provides healthcare coverage to children in working families with incomes too high to qualify for Medicaid but who lack access to affordable coverage, specifically children in families with gross incomes up to 300% Federal Poverty Level (FPL), utilizing funding available under Title XXI of the Social Security Act. WVCHIP was enacted by State Code §5-16b, and was designed to operate with the highest degree of simplicity and governmental efficiency by leveraging existing processes and functions available through other state agencies.

WVCHIP is governed by a Board of Directors of up to 11 members, through approval of an annual financial plan and modifications to benefits. Day-to-day operations are managed by the Executive Director, who is responsible for the implementation of policies and procedures established by the Board. The West Virginia Children's Health Insurance Agency (WVCHIA), housed in the State's Department of Administration, is responsible for the administration of the WVCHIP.

The Patient Protection and Affordable Care Act (P.L. 111-148) and the Healthcare and Education Reconciliation Act of 2010 (P.L. 111-152), collectively referred to as the Affordable Care Act (ACA), includes many provisions that impact WVCHIP, including impacts to eligibility and enrollment processes, claims processing, and the way WVCHIP delivers benefits to its members.

WVCHIP currently partners with the West Virginia Department of Health and Human Resources (WVDHHR) for eligibility determinations and with the West Virginia Public Employees Insurance Agency (WVPEIA) for benefits management, claims processing, and contracting as it relates to the delivery of health care coverage. WVCHIP delivers benefits on a fee-for-service basis, utilizing WVPEIA fee schedules and provider networks. WVCHIP has determined that compliance mandates require that WVCHIP consider alternatives for much of this processing.

Working with the Bureau for Medical Services (BMS), West Virginia's single State Medicaid Agency (SMA), WVCHIA has determined that its best option to reach ACA CHIP-related compliance while providing it with a technical platform that will be viable well into the future is to migrate to BMS's Medicaid Management Information System (MMIS). This decision was encouraged by BMS's support and the recent re-procurement of the West Virginia MMIS that included a requirement for vendors to "Provide a system that will support multiple programs ... including, but not limited to, the addition of any other State Agency ..."

WVCHIP identified Transformed Medicaid Statistical Information Systems (T-MSIS) and provider enrollment as the two most pressing areas in need of work in order to achieve compliance with requirements resulting from the ACA. Meeting these mandates involves functions that support and impact compliance such as in-state and out-of-state provider network management, claims processing, member enrollment management, and others. In order to meet the direct and related



requirements to support the ACA mandates according to compliance timeframes, WVCHIP intends to transition from its current third party administrator (TPA) to the West Virginia MMIS and fiscal agent for functions currently being defined in the requirements assessment phase of the Project. This will provide WVCHIP with a system that is specifically designed for CHIP and Medicaid programs and offers significant improvements over the commercial system that WVCHIP has been leveraging.

II. Key Information

- WVCHIP is seeking assistance from BerryDunn with project management support, technical assistance, and subject matter expertise for the design, development, and implementation (DDI) phase necessary to transition its claims processing through full migration to West Virginia's MMIS. WVCHIP thinks that BerryDunn is the only firm that can provide the subject matter expertise and level of assistance needed to help WVCHIP meet federal and state mandated timeframes for system and operational changes. This thinking is derived from BerryDunn's experience providing similar services for WVDHHR and BMS, together with their knowledge of West Virginia's eligibility and enrollment processes/systems and government funded healthcare programs and their prior work for WVCHIA developing the necessary plans to reach compliance with the many healthcare reform mandates.
- Estimates for Ad Hoc Requests will not be provided in this SOW. Instead, BerryDunn will provide WVCHIP with estimates for this additional work on an as-needed/as-requested basis.
- Sharon Carte is the WVCHIP Project Sponsor.
- Stacey Shamblin is the WV Project Lead.
- Paula Walker is the BerryDunn Project Manager.
- There is no minimum on-site service requirement for performing the work outlined in this SOW; however, BerryDunn will work with WVCHIP to establish a schedule that accommodates WVCHIP's on-site staffing needs.
- Deliverables will be provided in an agreed-upon format.

III. Measure of Project Success

This project will be deemed successfully completed upon WVCHIP's signed acceptance of the deliverables listed in Sections 1.0 through 7.0 of the table that follows.

Ref #	Deliverables/Services	Responsible	Hours Estimate
1.0	Oversight and Coordination <u>Approach:</u> Oversight of BerryDunn staff, services, and deliverables will be provided in accordance with the process approved by WVCHIP. This includes coordination of staff and scheduling of meetings between BerryDunn	Tim Masse, Ed Daranyi, Bill Richardson	450



Ref #	Deliverables/Services	Responsible	Hours Estimate
	<p>and WVCHIP staff.</p> <p><u>Tasks:</u></p> <p>1.1 Oversee and coordinate BerryDunn staff, services, and deliverables</p> <p>1.2 Conduct internal check-ins and participate in weekly client project check-in meetings</p> <p>1.3 Perform quality review of BerryDunn deliverables</p>		
2.0	<p>Project Planning</p> <p><u>Approach and Tasks:</u></p> <p><i>2.1 Develop Project Management Plan</i></p> <p>BerryDunn models project management best practices. In support of this principle, BerryDunn will work with the WVCHIP Project Lead to develop a Project Management Plan that describes the principles that will guide the Project.</p> <p><i>2.2 Develop Initial Project Schedule</i></p> <p>BerryDunn will develop an initial Project Schedule and facilitate a work group to obtain input and feedback from WVCHIP and other identified stakeholders. The Project Schedule will set forth the timeline for conducting agreed-upon project tasks as outlined in this document. As part of the schedule, we will identify milestones and key dates established by CMS as they relate to the Project. In addition, we will identify resources (BerryDunn, WVCHIP, and others as warranted) necessary to complete the work.</p> <p><u>Deliverables:</u></p> <p>2.1.1 Project Management Plan</p> <p>2.2.1 Initial Project Schedule</p>	<p>Paula Walker, Bill Richardson, Ed Daranyi</p>	1000
3.0	<p>WVCHIP Transition to MMIS</p> <p>Project Execution and Control</p> <p>3.1 Project Management Support</p> <p>BerryDunn will provide project management support for WVCHIP's transition to the MMIS by performing the tasks and producing the deliverables listed below. This support covers the MMIS transition, user interface development, data infrastructure development, and current</p>	<p>Bill Richardson, Paula Walker, Marianne Ringel, Business Analysts (2) TBD</p>	6500



Ref #	Deliverables/Services	Responsible	Hours Estimate
	<p>TPA liaison as needed to migrate data and functions as well as adjust for functions retained, not migrated.</p> <p><u>Tasks:</u></p> <ul style="list-style-type: none">3.1.1 Participate in system vendor weekly status meetings3.1.2 Conduct bi-weekly status meetings, BerryDunn and WVCHIP3.1.3 Develop monthly status reports3.1.4 Update/maintain project schedule3.1.5 Track/follow up on action items3.1.6 Identify risks and risk responses3.1.7 Identify, escalate and resolve issues3.1.8 Review system vendor project management deliverables <p><u>Deliverables:</u></p> <p>3.1.3.1 Monthly Status Reports</p> <p>3.2 Detailed Design</p> <p>The Detailed Design activity will be used by Molina Medicaid Solutions to complete its detailed system design that will provide the specifications for Molina Medicaid Solutions to develop and unit test the transitioned functionality. During this activity, BerryDunn will perform the tasks and produce the deliverables listed below.</p> <p><u>Tasks:</u></p> <ul style="list-style-type: none">3.2.1 Work with Molina, BMS, and CHIP to schedule design sessions3.2.2 Facilitate design sessions3.2.3 Follow up on action items from design sessions3.2.4 Schedule and facilitate breakout design sessions3.2.5 Review Molina's system design documents, to include scope and methods for data conversion and for external data feeds3.2.6 Review listing of functions for implementation 'Post Go-Live' <p><u>Deliverables:</u></p> <p>3.2.5.1 Reviewed copies of system design documents, including scope and methods for data conversion and for external data feeds</p>		



Ref #	Deliverables/Services	Responsible	Hours Estimate
	<p>3.2.6.1 Reviewed copy of listing of functions for implementation 'Post Go-Live'</p> <p>3.3 Development and Unit Testing</p> <p>The Development and Unit Testing activity will be used by Molina Medicaid Solutions to develop and configure WVCHIP-specified functionality within its MMIS based on the detailed system design. During this activity, BerryDunn will perform the tasks and produce the deliverables listed below.</p> <p><u>Tasks:</u></p> <p>3.3.1 Validate design to development at designated checkpoints</p> <p>3.3.2 Track results to requirements at designated checkpoints</p> <p>3.3.3 Develop User Acceptance Testing (UAT) Strategy</p> <p>3.3.4 Develop initial (Draft) UAT Plan</p> <p>3.3.5 Facilitate development of UAT scenarios</p> <p>3.3.6 Review and track development and unit test-related documentation</p> <p>3.3.7 Review and track data conversion activities where distinct from system development tasks</p> <p>3.3.8 Identify elements to defer and implement in the one to two months following initial Project Go-Live. Participate in and provide guidance to:</p> <p>3.3.8.1 Define scope and clarify requirements</p> <p>3.3.8.2 Plan for development and implementation, including the associated schedule</p> <p><u>Deliverables:</u></p> <p>3.3.3.1 UAT Strategy</p> <p>3.3.4.1 Initial (Draft) UAT Plan</p> <p>3.3.5.1 Initial (Draft) UAT scenarios (high-level scenarios** to be tested; does not include development of test scripts)</p> <p>3.3.8.1 Reviewed, confirmed initial list of elements to defer and implement in the one to two months following initial Project Go-Live</p> <p>3.3.8.2 Reviewed, confirmed initial implementation plan and schedule</p> <p>** Example UAT Scenario: As an approved CHIP provider, I want to submit</p>		



Ref #	Deliverables/Services	Responsible	Hours Estimate
	<p>a claim for < <i>specific service to be determined as part of detailed test script</i> > services provided to an eligible CHIP member (recipient), confirm acceptance and approval for payment of my claim, and receive reimbursement for services rendered. Another scenario might involve evaluating/verifying correct results when the provider is not eligible to provide the service billed or when a member is not eligible to receive the service billed.</p> <p>3.4 Vendor Testing</p> <p>The Vendor Testing phase will be used by Molina Medicaid Solutions to test the functionality it develops during the Development and Unit Testing phase. Testing will include System Integration Testing (SIT) and End-to-End testing (E2E). During this activity, BerryDunn will perform the tasks and produce the deliverables listed below.</p> <p><u>Tasks:</u></p> <ul style="list-style-type: none">3.4.1 Review vendor test plan3.4.2 Review SIT test cases/scripts3.4.3 Review SIT test results3.4.4 Facilitate SIT review meetings3.4.5 Facilitate the selection of SIT test cases for UAT <p><u>Deliverables:</u></p> <p>3.4.5.1 Listing of SIT test cases/scripts selected for UAT, reviewed by BerryDunn and revised by Molina as needed for complete coverage.</p> <p>3.5 User Acceptance Testing (UAT)</p> <p>The UAT activity will be used by BMS with support from WVCHIP and Molina Medicaid Solutions to conduct user acceptance testing on the transitioned functionality. During this activity, BerryDunn will perform the tasks and produce the deliverables listed below.</p> <p><u>Tasks:</u></p> <ul style="list-style-type: none">3.5.1 Facilitate UAT planning meetings3.5.2 Update/Finalize UAT plan3.5.3 Help refine/finalize UAT scenarios3.5.4 Facilitate user acceptance testing activities to be performed by BMS and WVCHIA3.5.5 Monitor and control defect management		



Ref #	Deliverables/Services	Responsible	Hours Estimate
	<p><u>Deliverables:</u></p> <p>3.5.2.1 Final UAT Plan</p> <p>3.5.3.1 Final UAT Scenarios (high-level scenarios** to be tested; does not include development of test scripts)</p> <p>** Refer to example UAT Scenario in prior section above.</p> <p>3.6 Provider Outreach</p> <p>The Provider Outreach activity will be used to communicate with WVCHIP providers about the upcoming system changes to prepare them for the transition to the BMS MMIS. Provider outreach is also expected to identify providers to participate in provider pilot testing in advance of go-live. During this activity, BerryDunn will perform the tasks and produce the deliverables listed below.</p> <p><u>Tasks:</u></p> <p>3.6.1 Assist WVCHIP in defining its Provider Outreach Strategy</p> <p>3.6.2 Assist WVCHIP in preparing its Provider Outreach Plan and Schedule</p> <p><u>Deliverables:</u></p> <p>3.6.2.1 Provider Outreach Plan and Schedule (includes process, approach and plan for implementing)</p> <p>3.7 Operational Readiness and Go-Live</p> <p>The Operational Readiness activity will be used by BMS with support from WVCHIA and Molina Medicaid Solutions to conduct operational readiness reviews and perform staff or system remediation as needed to ensure readiness for Go-Live. During this activity, BerryDunn will perform the tasks and produce the deliverables listed below.</p> <p><u>Tasks:</u></p> <p>3.7.1 Monitor operational readiness activities</p> <p>3.7.2 Review vendor operational readiness deliverables</p> <p>3.7.3 Develop an operational readiness assessment</p> <p>3.7.4 Monitor go-live activities</p> <p>3.7.5 Participate in the development of go/no-go criteria</p>		



Ref #	Deliverables/Services	Responsible	Hours Estimate
	<p><u>Deliverables:</u></p> <p>3.7.3.1 Operational Readiness Assessment</p> <p>3.8 Deferred Functionality Implementation and Go-Live</p> <p>The Deferred Functionality Implementation and Go-Live activity will be used by the Project to implement functionality identified during design and/or development to be implemented in the one to two months following the initial Project Go-Live. During this activity, BerryDunn will perform the tasks and produce the deliverables listed below.</p> <p><u>Tasks:</u></p> <p>3.8.1 Validate design to development at designated checkpoints</p> <p>3.8.2 Track results to requirements at designated checkpoints</p> <p>3.8.3 Provide guidance to all testing cycles</p> <p>3.8.4 Monitor implementation/go-live activities</p> <p><u>Deliverables:</u></p> <p>3.8.1.1 Reviewed development, test, and implementation plan and schedule</p> <p><u>Note:</u> Regarding needed functionality not scheduled for delivery during the two months following Project Go-Live.</p> <p>During the Assessment Phase, WVCHIP and Molina identified necessary functionality that will <u>not</u> be implemented upon initial Project Go-Live nor in the first two months post Project Go-Live, but will be developed and implemented at some point following the MMIS DDI Go-Live.</p> <p>The estimated hours of work for this SOW account for the <i>identification and tracking</i> of functionality required by WVCHIP that Molina is not able to develop and implement upon the "initial go-live" for the WVCHIP system (targeted for February 1, 2015) nor during the one to two months identified as the "deferred functionality implementation and go-live period" (targeted for February 1 through March 31, 2015). In this case, BerryDunn will provide visibility of that functionality, and upon WVCHIP's request, BerryDunn will provide an estimate for additional hours outside of this SOW estimate to be approved for project management support services to be provided by BerryDunn for the development and implementation of that functionality.</p>		



Ref #	Deliverables/Services	Responsible	Hours Estimate
	<p>3.9 Post Go-Live Support</p> <p>The Post Go-Live Support activity will be used to resolve defects that BMS and WVCHIA deem necessary to resolve prior to transitioning from a project to operations, both for functions implemented during the initial go-live and for deferred functionality. During this activity, BerryDunn will perform the tasks and produce the deliverables listed below.</p> <p><u>Tasks:</u></p> <p>3.9.1 Facilitate communications with prior TPA as technical issues require</p> <p>3.9.2 Facilitate the resolution of issues where processing does not deliver to requirements and design specifications</p> <p>3.9.3 Capture requests for necessary system fixes</p> <p>3.9.4 Facilitate the creation of a plan and schedule to develop and implement requested fixes</p> <p>Note: BerryDunn assumes a two-month timeframe for post go-live support.</p>		
4.0	<p>T-MSIS Interim Solution</p> <p>BMS will provide data extracts from WVCHIA's current TPA to CMS as an interim solution for T-MSIS until the transition of the WVCHIP to the MMIS is complete.</p> <p>Though T-MSIS is a project managed by the system vendor separately from the Project, BerryDunn will seek efficiencies in providing project management support and oversight. Where BMS or the system vendor conduct combined status / review meetings, BerryDunn will use those as the single source of reporting and oversight. Where they are separate, BerryDunn will attend only those that provide information essential to its purpose for project guidance, decision making, risk assessment, and issue management. In either case, BerryDunn will incorporate this area in the overall development, maintenance, and management of status reports and project schedule as a single project overview.</p> <p><u>Tasks:</u></p> <p>Refer to section 3.0 for tasks and deliverables to be performed for T-MSIS design, development, and implementation. Note: For brevity, this reference indicates that the basic set of tasks for design, development, testing, and implementation will apply in</p>	<p>Bill Richardson, Paula Walker, Business Analysts (2) TBD</p>	500



Ref #	Deliverables/Services	Responsible	Hours Estimate
	<p>shorter and smaller scope for this parallel effort.</p> <p><u>Deliverables:</u> Incorporate T-MSIS-specific reporting / project tracking within the deliverables identified in 3.0 WVCHIP Transition to MMIS.</p>		
5.0	<p>Provider Enrollment Application (PEA) Project</p> <p>In seeking to fulfill its obligation to develop efficiencies by leveraging efforts by other agencies, WVCHIP seeks to fulfill its ACA mandate for provider enrollment certifications by attaching to the PEA project in process. BerryDunn understands through its work on the PEA project that, with minimal effort, the PEA project could add a final round of certification/enrollment letters to the series of letters it has been sending to cover all West Virginia Medicaid provider types to include the WVCHIP providers not already covered by letters already sent.</p> <p>Though PEA is a project managed by the system vendor separately from the Project, BerryDunn will seek efficiencies in providing project management support and oversight. Where BMS or the system vendor conduct combined status / review meetings, BerryDunn will use those as the single source of reporting and oversight. Where they are separate, BerryDunn will attend only those that provide information essential to its purpose for project guidance, decision making, risk assessment, and issue management. In either case, BerryDunn will incorporate this area in the overall development, maintenance, and management of status reports and project schedule as a single project overview.</p> <p><u>Tasks:</u> Refer to section 3.0 for tasks and deliverables to be performed for PEA design, development, and implementation. Note: For brevity, this reference indicates that the basic set of tasks for design, development, testing, and implementation will apply in shorter and smaller scope for this parallel effort.</p> <p><u>Deliverables:</u> Incorporate PEA-specific reporting / project tracking within the deliverables identified in 3.0 WVCHIP Transition to MMIS.</p>	<p>Bill Richardson, Paula Walker, Marianne Ringel Business Analyst TBD</p>	350



Ref #	Deliverables/Services	Responsible	Hours Estimate
6.0	Ad Hoc Requests Ad Hoc requests will be performed on an as-needed/as-requested basis and will not be included in the total estimate provided in this SOW. BerryDunn will provide estimates for ad hoc requests on a case-by-case basis and will obtain WVCHIP signature approval prior to the work commencing on each particular request. <u>Tasks:</u> TBD <u>Deliverables:</u> TBD Hours for Activity 6.0 are not included in the estimated hours or the total not to exceed and will be billed at \$165.00 per hour if utilized.	Ed Daranyi, Bill Richardson, Paula Walker Other resources as necessary TBD	To be estimated upon request
7.0	Phase Closeout <u>Deliverables:</u> 4.0.1 CAPSTONE DELIVERABLE: Project Completion Summary	Ed Daranyi, Bill Richardson, Paula Walker	160
Total Estimated Hours Effort*			8,960
Hourly Rate			\$165.00
Total Estimated Cost			\$1,478,400

The total estimated hours for this effort is taken from the Advanced Planning Document (ADP) BMS submitted to CMS on April 21, 2014. CMS has not yet approved the APD, and is expected to provide an approval by or before June 2014. WVCHIP and BerryDunn estimate that the total number of hours included here will be sufficient to complete the work listed in this SOW (noting that the Ad Hoc work is not included in this total and will be billed in addition as needed).

Signature Approval

The work described above is approved by

Sharon L. Carte, WVCHIA Executive Director

Printed Name/Title

Signature

Date

Timothy F. Masse, BerryDunn Principal

Printed Name/Title

Signature

Date