



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

State of West Virginia  
Centralized Request for Proposals  
Service - Prof

**Proc Folder:** 1052601

**Doc Description:** SPECIALIZED MANAGED CARE FOR CHILDREN AND YOUTH-MHP

**Reason for Modification:**

**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-09-30	2022-11-01 13:30	CRFP 0511 BMS2300000001	1

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :**

**Address :**

**Street :**

**City :**

**State :**

**Country :**

**Zip :**

**Principal Contact :**

**Vendor Contact Phone:**

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@wv.gov

**Vendor  
Signature X**

**FEIN#**

**DATE**

**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, IS SOLICITING PROPOSALS FOR SPECIALIZED MANAGED CARE FOR CHILDREN AND YOUTH PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

\*\*\*ELECTRONIC RESPONSES THROUGH WVOASIS ARE PROHIBITED FOR THIS SOLICITATION-SEE INSTRUCTIONS TO VENDORS SUBMITTING BIDS FOR APPROPRIATE METHODS OF SUBMISSION\*\*\*

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Vendor's Bid Amount for Administrative Services (SNS) Year 1				

Comm Code	Manufacturer	Specification	Model #
84131602			

**Extended Description:**

Vendor's Bid Amount for Administrative Services (SNS) Year 1

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
2	Vendor's Bid Amount for Administrative Services (SNS) Year 2				

Comm Code	Manufacturer	Specification	Model #
84131602			

**Extended Description:**

Vendor's Bid Amount for Administrative Services (SNS) Year 2

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
3	Vendor's Bid Amount for Administrative Services (SNS) Year 3				

Comm Code	Manufacturer	Specification	Model #
84131602			

**Extended Description:**

Vendor's Bid Amount for Administrative Services (SNS) Year 3

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US	HEALTH AND HUMAN RESOURCES BUREAU FOR MEDICAL SERVICES 350 CAPITOL ST, RM 251 CHARLESTON WV 25301-3709 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
4	Vendor's Bid Amount for Administrative Services (SNS) Year 4				

Comm Code	Manufacturer	Specification	Model #
84131602			

**Extended Description:**

Vendor's Bid Amount for Administrative Services (SNS) Year 4

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2022-10-11



West Virginia Department of Health and Human Resources

Mountain Health Promise

Request for Proposal

CRFP BMS2300000001

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# 1 GENERAL INFORMATION

## 1.1 Introduction

The West Virginia Department of Administration (DOA) Purchasing Division (hereinafter referred to as the Purchasing Division) is issuing this solicitation as a Request for Proposal (RFP), as authorized by W. Va. Code §5A-3-10b, for the Department of Health and Human Resources (hereinafter referred to as DHHR or the Department) to provide statewide physical and behavioral health managed care services for children and youth in the foster care system, individuals receiving adoption assistance, youth formerly in foster care up to age 26 who aged out of foster care while on Medicaid in the State of West Virginia, and children eligible under the children with serious emotional disorders (CSED) waiver. Additionally, the selected Vendor will provide statewide administrative services for all individuals accessing socially necessary services (SNS). Per House Bill (HB) 2010, this program seeks to reduce fragmentation and offer a seamless approach to participants' needs, deliver needed supports and services in the most integrated and cost-effective way possible, provide a continuum of care services, and implement a comprehensive quality approach across the continuum of care services. Services include, but are not limited to, the following:

- Coordination of physical health services, behavioral health services, and SNS
- Financial management and claims management for physical and behavioral health services
- Establishment and management of a statewide credentialed provider network for physical and behavioral health services
- Utilization management, quality assurance and continuous quality improvement, and member and provider services
- Outreach and education to members and providers, reporting, and analytics for all services under the contract
- Maintenance of information systems to support delivery of services to the member population and the terms of the contract
- Assistance in reducing the number of children entering the foster care system through utilization of home and community-based services
- Assistance in reducing the number of children in State's custody admitted to out-of-state residential mental health treatment facilities and optimize in-state capacity
- Ongoing case management to reduce the length of stay for children in residential mental health treatment facilities (RMHTFs)

Table 1, below, provides estimated member enrollment for the populations included in managed care under this contract—defined as children in foster care under 45 Code of Federal Regulations (CFR) 1355.20 and post-adoptive children with subsidized care—as of December 31, 2021.

*Note: enrollment numbers are expected to decrease as the Public Health Emergency comes to an end.*

**Table 1: Managed Care Estimated Member Enrollment**

Population	Estimated Enrollment
Title IV-E* Foster Care	7,420



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### Department of Health and Human Resources

Non IV-E Foster Care	4,655
Adoption	13,806
Legal Guardianship	1,770
Total	27,651

*\*Title IV-E of the SSA: Federal Payments for Foster Care and Adoption Assistance*

Table 2, below, provides an estimated number of individuals who accessed SNS.

**Table 2: Estimated Number of Individuals Who Access SNS**

Population	Estimated Enrollment
Eligible Youth (Calendar Year 2021)	12,736

Mountain Health Promise members and their families—many with physical, oral, and behavioral health needs—may lack access to regular primary care, dental care, or behavioral health care. Many children in foster care have been exposed to Adverse Childhood Experiences (ACEs), resulting in early toxic stress and trauma. Interventions to support ACEs exposed children such as Intensive, trauma-informed, and specialized care coordination is necessary to help address their complex needs.

The services to be provided under this award are more fully described in *Section 4: Project Specifications; Attachment D: Mandatory Requirements; Appendix 1: Detailed Specifications; and Appendix 3: Service Provider Agreement (SPA)*. The contractual terms and/or rates outlined in the SPA are subject to change based upon State or federal mandates, regulations, or policies; waiver modifications; or State Plan modifications. A contract will be issued to the winning Vendor for signature upon award, with an anticipated beginning date of July 1, 2024, and an anticipated ending date of June 30, 2025, with three optional one-year renewals. The Vendor will be expected to participate in good faith.

The RFP is a procurement method in which Vendors submit proposals in response to the RFP published by the Purchasing Division. It requires an award to the highest scoring Vendor, rather than the lowest cost Vendor, based upon a technical evaluation of the Vendor's technical proposal and a cost evaluation. This procurement method is referred to as a best value procurement. Through their proposals, Vendors offer a solution to the objectives, problems, or needs specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements. Financial reimbursement for this contract will be made from both the Bureau for Medical Services (BMS) and Bureau for Social Services (BSS) Title IV funds. A Medicaid per member per month (PMPM) capitation payment will be made for physical and behavioral health services and BSS dollars will provide a fixed monthly rate for SNS administration. Reimbursement for SNS provided to members will be made by BSS to the provider from Title IV funds. The PMPM capitation rate will not include carved out SNS costs.

More details about the Department's evaluation of Vendor proposals can be found in *Section 6: Evaluation and Award*.

This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to the *Section 7: Federal Funds Addendum*.

# **REQUEST FOR PROPOSAL**

## **CRFP BMS2300000001**

### **Department of Health and Human Resources**

A glossary of terms is outlined within *Appendix 5: Definitions*.

#### **1.2 RFP Schedule of Events**

The schedule for the RFP process is given below. The Purchasing Division may change this schedule at any time. If the State changes the schedule before the Technical Bid Opening, it will do so through an announcement on the State Procurement website. The State Procurement website announcement will be followed by an amendment to this RFP, also available through the State Procurement website. It is each prospective Vendor's responsibility to check the website for current information regarding this RFP and its schedule of events through award of the contract.

RFP Released to Public .....	9/30/2022
Vendor's Written Questions Submission Deadline .....	10/11/2022
Addendum Issued .....	TBD
Technical Bid Opening Date .....	11/01/2022
Technical Evaluation Begins.....	11/02/2022
Oral Presentation .....	TBD
Cost Bid Opening .....	TBD
Cost Evaluation Begins .....	TBD
Contract Award Made.....	TBD

#### **1.3 Structure of this RFP**

This RFP is organized into seven sections, seven attachments, and nine appendices. The sections, attachments, and appendices are listed below. There also may be one or more supplements to this RFP listed below.

##### Sections

Section 1	General Information
Section 2	Instructions to Vendors Submitting Bids
Section 3	General Terms and Conditions
Section 4	Project Specifications
Section 5	Vendor Proposal
Section 6	Evaluation and Award
Section 7	Federal Funds Addendum

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Attachments

Attachment A	Cost Proposal
Attachment B	Vendor Qualifications and Experience
Attachment C	Project Organization and Staffing Approach
Attachment D	Mandatory Requirements
Attachment E	Detailed Specifications Approach
Attachment F	Sample Case Scenario
Attachment G	Terms and Conditions Response Template

Appendices

Appendix 1	Detailed Specifications
Appendix 2	Staff Qualifications, Experience, and Responsibilities
Appendix 3	Service Provider Agreement
Appendix 4	List of Requested Documents
Appendix 5	Definitions
Appendix 6	Member Data Workbook
Appendix 7	SNS Foster Care Spend by Category Workbook
Appendix 8	SNS Utilization Management Guide

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**2 INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

See attached PDF titled, *"Section 2 - Instructions To Vendors Submitting Bids and Section 3 - General Terms and Conditions."*

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: October 11, 2022 at 10:00 AM ET

Submit Questions to: Crystal Hustead  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: Crystal.G.Hustead@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFP BMS2300000001

BID OPENING DATE: November 1, 2022

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: November 1, 2022 at 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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. 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.

**13. 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.

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

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).



**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division’s website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor’s act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

**REQUEST FOR PROPOSAL**  
**CRFP BMS2300000001**  
**Department of Health and Human Resources**

**3 GENERAL TERMS AND CONDITIONS**

Vendors should review and complete applicable form(s) in the attached PDF titled, "*Section 2 - Instructions To Vendors Submitting Bids and Section 3 - General Terms and Conditions.*"

In addition, the Vendor should refer to *Attachment G: Terms and Conditions Response Template* to identify any exceptions to the Terms and Conditions.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** 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 contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "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:** The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. 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.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ Certificate of Authority issued by the WV Offices of the Insurance Commissioner (prior to contract start date)

☒ NCQA accreditation (prior to contract start date)

☒ Provider network certification (prior to contract start date)

☒ All other required materials as outlined within the Service Provider Agreement and/or RFP

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the foregoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract. [ ] **Pollution Insurance** in an amount of: \_\_\_\_\_ per

☐ occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☒ Worker's Compensation - \$2,000,000.00 per each accident.

☒ \*\*\*INSURANCE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:  
WV DHHR  
350 CAPITOL ST, RM 251, CHARLESTON, WV 25301

☐

☐

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.



**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. 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.

**24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. PRIVACY, SECURITY, AND 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>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

Revised 09/12/2022

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**35. 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.

**36. 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.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, 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.



**41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - 1. 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
  - 2. 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.

**42. 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.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) \_\_\_\_\_

(email address) \_\_\_\_\_

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative) (Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

\_\_\_\_\_  
(Email Address)



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFP BMS2300000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

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Company

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Authorized Signature

---

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

## 4 PROJECT SPECIFICATIONS

*Section 4: Project Specifications* provides details and context about the project specifications. All materials in this section describe the Agency's expectations of the selected Vendor and will become part of the Vendor's commitment. In the Vendor's response (further instructions found in *Section 5: Vendor Proposal*), the Vendor should demonstrate an understanding of and approach to meeting both expectations expressed in narrative sections and itemized requirements expressed in appendices and attachments of this RFP.

### 4.1 Purpose of this RFP

The purpose of this RFP is to competitively procure a managed care organization (MCO) to support the Agency in fulfilling its responsibilities to provide physical health services, behavioral health services, and dental care. The target populations include children and youth in the foster care system, individuals receiving adoption assistance, and youth formerly in foster care up to age 26 who aged out of foster care while on Medicaid in the State of West Virginia. The children eligible under the CSED waiver program are enrolled in MHP. The same Vendor will provide support—in an administrative services organization (ASO) capacity—for all eligible individuals accessing SNS in the State.

The Vendor will be responsible for items detailed in *Appendix 3: Service Provider Agreement* and outlined in *Appendix 1: Detailed Specifications*. These responsibilities include providing physical, behavioral, and dental healthcare as well as coordinating socially necessary services in accordance with each enrolled child's entitlement. The Vendor will also be responsible for providing support to the State, including, but not limited to: carefully reviewing medical necessity for services to help ensure the child's needs are met within the least restrictive setting, coordination of services by participating in cross-agency collaboration with child-serving systems to reduce duplication and burden on children and their families, and remove barriers to improve and expand access to necessary services.

NOTE: THE WVDHHR HAS DEVELOPED AN EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEO) UTILIZATION REPORT AND IT IS AVAILABLE AT:

<http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

### 4.2 Location

The Agency is located at One Davis Square, Charleston, West Virginia 25301.

### 4.3 Background and Current Operating Environment

The following sections supply information regarding the Agency and West Virginia Office of Technology (WVOT) organizational structure, missions, goals, and objectives.

BSS and BMS have primary responsibility for supplying the services included in this procurement.

#### 4.3.1 Department of Health and Human Resources

The Department is the State's organization responsible for supplying a wide range of necessary and life-saving services to West Virginia residents. The mission is to promote and provide health and human

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### **Department of Health and Human Resources**

services to the people of West Virginia in order to improve their quality of life. Department programs strive for effectiveness, efficiency, and accountability, as well as respect for the rights and dignity of the employees and public individuals they serve.

The mission of the West Virginia Department of Health and Human Resources is to collaborate with stakeholders to promote, protect, manage, and provide appropriate health and human services for our residents to improve their health, well-being and quality of life.

The Department is comprised of five bureaus and the Office of the Inspector General (OIG). The five bureaus within the Department are the Bureau for Behavioral Health (BBH), the Bureau for Child Support Enforcement (BCSE), BSS, BMS, and the Bureau for Public Health (BPH). In total, the Department employs over 6,000 individuals statewide.

For more information on the Department, please refer to the Department website at <https://dhhr.wv.gov/Pages/default.aspx>.

#### **Bureau for Medical Services**

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BMS is the designated State agency responsible for the administration of the State's Medicaid program. BMS provides access to medically necessary healthcare for Medicaid-eligible individuals.

As the single State Medicaid Agency, BMS is also responsible for establishing and administering the overall strategic direction and priorities for the West Virginia Medicaid program. This program provides essential healthcare coverage to children and adults with low-income and disabilities. BMS' goals and objectives are:

- Streamline administration
- Tailor services to meet the needs of enrolled populations
- Coordinate care, especially for those with chronic conditions
- Provide members with the opportunity and incentives to maintain and improve their health
- Ensure members receive a mental health screening examination annually

BMS currently operates Mountain Health Trust (MHT), the Medicaid managed care program that has operated in West Virginia since 1996. The program emphasizes the effective organization, financing, and delivery of healthcare services to improve Medicaid member access to care and enhance quality through the provision of coordinated services. Since 2020, BMS has also operated Mountain Health Promise (MHP), the managed care program that serves children in foster and kinship care, adoptive care, and children eligible under the CSED waiver. MHP is being re-procured under this RFP.

MHT and MHP are overseen by the Center for Managed Care within BMS. Approximately 80% of all Medicaid members are currently enrolled under one of the State's three MCOs: Aetna Better Health of West Virginia, Health Plan of the Upper Ohio Valley, and Unicare of West Virginia. More information about MHT and MHP is available at the following link:

<https://dhhr.wv.gov/bms/Members/Managed%20Care/Pages/default.aspx>.

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### **Department of Health and Human Resources**

BMS has approximately 100 employees working closely with other bureaus to provide the best quality healthcare services to West Virginia's most vulnerable residents.

Much like many businesses, BMS is organized into divisions and sections. Each of these individual units work together to achieve the effective and efficient administration and support of the overall Medicaid program. These divisions include the Office of Legal and Regulatory Services, the Division of Finance, the Division of Plan Management and Integrity, and the Division of Policy Coordination and Operations.

The following supplies a summary of each of BMS divisions and their associated sections:

- **Office of Legal and Regulatory Services:** The Office of Legal and Regulatory Services has oversight and coordination of BMS' legal services. The oversight and coordination includes, but is not limited to: legal research, analysis and coordination of litigation-related services, and oversight and amendments to the Medicaid State Plan. The Office of Legal and Regulatory Services also includes the BMS Privacy Officer.
- **Division of Finance:** The Division of Finance is responsible for planning and managing BMS' financial resources. Areas of responsibility also include the following offices within the Division of Finance:
  - **Office of Budget and Accounting Services:** The Office of Budget and Accounting Services is responsible for BMS' administrative and medical services budget, including cash management and claims payment activities. Also included are financial reporting, resolution of provider payment issues, and coordination of financial audit activities.
  - **Office of Procurement Services:** The Office of Procurement Services is responsible for BMS' procurement activities to ensure compliance with the West Virginia Division of Purchasing requirements, accounts payable, and grant administration functions.
- **Division of Plan Management and Integrity:** The Division of Plan Management and Integrity includes the following BMS offices:
  - **Office of Pharmacy Services:** The Office of Pharmacy Services establishes coverage and reimbursement policies for outpatient medications within federal guidelines. Included within the program responsibilities are the federally mandated prospective and retrospective drug utilization review activities; prior authorization of high-cost, high-risk drugs; and maintenance of a preferred drug list. Drug coverage is provided to all Medicaid covered eligibility groups, including recipients enrolled in MCOs.
  - **Office of Drug Rebate:** The Office of Drug Rebate coordinates all activities involved in invoicing drug manufacturers for rebates for which the West Virginia Medicaid program is eligible, including tracking of drug rebate payments from drug manufacturers, reconciliation of amounts invoiced to actual payments received as well as meeting related reporting requirements.
  - **Center for Managed Care:** The Center for Managed Care is responsible for the administration and oversight of a risk-based managed care program, MHT and MHP,

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which operates under an approved 1915(b) waiver. BMS contracts with four MCOs for the provision of medically necessary services for approximately 511,000 Medicaid members.

- Office of Program Integrity: The Office of Program Integrity completes the activities required under 42 CFR Section 456. This mandate requires post-payment review of paid claims to assure that the services were provided by eligible providers to eligible clients and that the services were medically necessary, appropriate to the patient's medical condition, and provided in conformance with the service definitions set forth in the Medicaid manuals. This unit uses tools such as on-site reviews, desk reviews, and analysis of paid claims data to meet this mandate.
  - Office of Quality Management: The Office of Quality Management incorporates sustainable quality assurance and quality improvement principles in the planning, design, delivery, and evaluation of support and services; standardizes the collection, reporting, and monitoring of data, processes, and quality measures in order to support and drive decisions; and develops and implements quality management strategies that support the achievement of positive outcomes for BMS.
- **Division of Policy Coordination and Operations**: The Division of Policy Coordination and Operations is responsible for the development of Medicaid healthcare coverage, policy, and utilization management of all Medicaid benefit programs, including practitioner services, behavioral health and long-term care services, pharmaceutical services, hospital and outpatient clinic services, rehabilitative services, home and community-based services, school-based services, and transportation. This division is also responsible for all information technology (IT) initiatives within BMS, including the oversight of the Office of Technology and Reporting, and the Quality Unit. This division is also responsible for leading the BMS Personnel, the Medicaid Information Technology Architecture (MITA), and working with the Department Office of Management Information Services (OMIS). Areas of responsibility include:
- Medical Director: The Medical Director provides medical expertise to BMS professional staff. Primary activities include clinical research for policy development, clinical representation of the Medicaid program with external organizations or other governmental departments, clinical research of best medical practices, physician reviewer of medical necessity, prior authorization, and denied services appeals, and participation on various committees, associations, and boards as a representative of West Virginia Medicaid.
  - Office of Facility and Residential Care: The Office of Facility and Residential Care is responsible for developing, implementing, and managing the medical assistance coverage and utilization policies for inpatient hospital, Federally Qualified Health Centers (FQHC), Rural Health Clinics (RHC), facility-based services such as Nursing Homes and Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) facilities, and residential services such as Psychiatric Residential Treatment Facilities and Children's Residential Facilities.
  - Office of Professional Services: The Office of Professional Services is responsible for developing, implementing, and managing the State's medical assistance coverage and

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### **Department of Health and Human Resources**

utilization policies for the following services: Outpatient Services, Practitioner Services, Durable Medical Equipment, Orthotics and Prosthetics, Laboratory, Radiology, Transportation, Podiatry, Chiropractic, Dental, Vision, Occupational/Physical Therapy, and Speech Therapy. This office is also responsible for the oversight of BMS' emergency and non-emergency medical transportation (NEMT) services, including monitoring of the NEMT broker.

- Office of Home and Community-Based Services: The Office of Home and Community-Based Services is responsible for developing, implementing, and managing the Department's medical assistance coverage and utilization policies for the following programs: Home Health, Hospice, Aged and Disabled Waiver (ADW), Intellectual/Developmental Disabilities Waiver (IDDW), Traumatic Brain Injury Waiver (TBIW), Substance Use Disorder (SUD) Waiver, Personal Care Services, Children with Disabilities Community Service Program (CDCSP), Targeted Case Management (TCM), Behavioral Health Clinic and Rehabilitation, Psychological and Psychiatric Services, and School-Based Health Services.
- Office of Provider Services: The Office of Provider Services is responsible for the development, coordination, and maintenance of the West Virginia Medicaid Program Provider Manuals. In addition to overseeing the distribution of policy, the office is responsible for provider enrollment policy and oversight, West Virginia Clearance for Access: Registries and Employment Screening Program (WV CARES), International Classification of Diseases (ICD-10) compliance, National Correct Coding Initiative (NCCI), and procedure code implementation.
- Office of Special Projects: The Office of Special Projects is responsible for the development, management, and implementation of projects within BMS that require vital input from key stakeholders. The office is responsible for ensuring Medicaid members, providers, stakeholders, and the public are kept informed about the activities of BMS. Project management is a key component of this office.
- Take Me Home West Virginia: Take Me Home West Virginia is a federally funded Money Follows the Person Rebalancing Demonstration Grant Program that assists elderly and individuals with disabilities in moving from a long-term care setting to a home in the community. This program allows Medicaid to pay for services and supports not typically covered by Medicaid. In addition, participants can receive extended direct-care services, such as extra hours of personal care, through one of the waiver programs or the Personal Care Program.
- Office of Technology and Reporting: The Office of Technology and Reporting is responsible for the coordination, development, and implementation of Health Insurance Portability and Accountability Act (HIPAA); security and continuity of operations methodologies; electronic workflow and collaboration initiatives; legacy application management; and quality assurance and performance metrics for BMS. The office also develops, implements, and maintains the BMS SharePoint and internet sites, maintains all

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### **Department of Health and Human Resources**

hardware and software for BMS, and is responsible for implementation and maintenance of new technologies.

- Office of MITA: The Office of MITA is responsible for the development, coordination, and implementation of processes, procedures, and initiatives related to MITA adoption within BMS. This office was developed to support the Centers for Medicare & Medicaid Services (CMS) objective of an integrated business and IT transformation in all states in order to improve how Medicaid operates across the Department.
- Personnel Section: The Personnel Section is responsible for the coordination of BMS' human resources operations. This includes the support for employee information, payroll, benefits coordination, internal policy, procedures, and attendance management.

For more information on BMS, please refer to the BMS website located here:

<https://dhhr.wv.gov/bms/Pages/default.aspx>.

#### **Bureau for Social Services**

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The Bureau for Social Services provides an accessible, integrated, comprehensive quality service system for West Virginia's children, families, and adults to help them achieve maximum potential and improve their quality of life. BSS provides a wide variety of services and programs that help families during times of financial, medical, or personal crisis. The BSS vision is to help West Virginia's children, families, and adults achieve well-being, safety, and independence.

BSS is responsible for supplying the services listed below. Please note that this list is not intended to be representative of the full scope of BSS services, but is instead intended to supply a high-level overview of the services offered by BSS:

- Adult Protective Services
- Call Centers
- Centralized Intake for Abuse and Neglect
- Child Welfare Services
- Community Resources
- Family Assistance
- The Mentoring and Oversight for Developing Independence with Foster Youth (MODIFY) Program
- Safe at Home West Virginia

For more information on BSS, please refer to the BSS website located here:

<https://dhhr.wv.gov/bcf/Pages/default.aspx>.

#### **Bureau for Child Support Enforcement**

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BCSE is the State's Title IV-D agency. BCSE establishes paternity and child support and enforces support from a child's parent. BCSE also enforces court orders for spousal support, known as alimony.

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### **Department of Health and Human Resources**

The mission of the West Virginia BCSE is to promote and enhance the social, emotional, and financial bonds between children and their parents. BCSE accomplishes this mission by:

- Establishing and enforcing paternity, child support, and medical support orders
- Educating parents and prospective parents
- Having accurate case management
- Facilitating parent responsibility to minimize taxpayer burden
- Performing these activities in a customer-friendly atmosphere

The West Virginia BCSE and its role are defined by West Virginia Code §§ 48-18-101, et seq. Many of BCSE's responsibilities required by State law permit BCSE to comply with federal law mandates instituted by Title IV-D of the Social Security Act (SSA) in 1975. Later amendments to the federal law in 1984 required states to use proven enforcement methods and to provide equal services to families who apply for child support services.

The Family Support Act of 1998 provided additional requirements to further strengthen and enhance the existing laws and services to families. In 1996, the Personal Responsibility Work Opportunity Reconciliation Act revised procedures available to states to advance the goal of family self-sufficiency.

The BCSE's purpose is to assist with children's needs. When the relationship between a child's parents ends, it does not end both parents' responsibility for their child. Both parents remain financially and legally obligated to their child. The Department's goal and objective is to work with parents for what is in the best interest of the child.

For more information on BCSE, please refer to the BCSE website located here:

<https://dhhr.wv.gov/bcse/Pages/BCSE.aspx>.

#### **Bureau for Public Health**

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BPH is responsible for directing public health activities at all levels within the State to fulfill the core functions of public health: the assessment of community health status and available resources; policy development, resulting in proposal to support and encourage better health; and assurance that needed services are available, accessible, and of acceptable quality.

The mission of BPH is to have healthy people and communities, and to help shape the environments within which people and communities can be safe and healthy. In fulfilling this mission, BPH embraces the value of community, science- and evidence-based decision-making, health equity, prevention and wellness, and the protection and improvement of the health of all West Virginians.

For more information on BPH, please refer to the BPH website located here:

<https://dhhr.wv.gov/bph/Pages/default.aspx>.



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### **Department of Health and Human Resources**

#### **Bureau for Behavioral Health**

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BBH is the federally designated State authority for mental health and substance abuse, as well as the lead agency for intellectual and developmental disabilities. It provides planning, direction, training, and funding for prevention, treatment, and recovery services throughout the state.

The mission of BBH is to ensure that West Virginians with mental health, SUDs, intellectual/developmental disabilities, chronic health conditions, or long-term care needs experience services that are comprehensive, readily accessible, and tailored to meet individual, family, and/or community needs. BBH recognizes that participant-centered planning, family-centered care, and community involvement are critical to develop and improve services in West Virginia. BBH supports partnerships, data-informed decision-making, and evidence-based practice as key to every aspect of behavioral health. The principles that guide the work of BBH are aligned with the Substance Abuse and Mental Health Services Administration (SAMHSA) principles in understanding that the evidence base behind behavioral health prevention and promotion, treatment, and recovery services continues to grow and promises better outcomes for people with or at risk for mental health disorders and SUDs.

BBH is comprised of three (3) integrated sections:

- Programs and Policy
- Administration
- Operations

The Programs and Policy section is charged with developing, implementing, and overseeing the statewide community-based behavioral health system of care, and ensuring individuals with (or at risk of) mental health, substance use, and/or developmental disorders have meaningful treatment and support services to maximize their ability to function as productive and stable citizens of West Virginia within the least-restrictive environment suitable to their needs. Funding is provided to comprehensive community behavioral health centers and other providers to provide for a statewide continuum of care and support for individuals in need of prevention, intervention, treatment, and recovery, as well as related supports and services. The Programs and Policy Section includes the three main programmatic divisions of BBH:

- Office of Adult Services
- Office of Children, Youth, and Family Services
- Office of Policy, Research, Planning, and Compliance

For more information on BBH, please refer to the BBH website located here:

<https://dhhr.wv.gov/bhhf/Pages/default.aspx>.

#### **Office of the Secretary**

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The Office of the Secretary is the governing body for all Department bureaus and offices. The Office of the Secretary is typically responsible for facilitating all projects among Department bureaus and offices and is the final point of contact for escalation within the Department.

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### **Department of Health and Human Resources**

The Office of the Secretary's organizational function is to plan, coordinate, safeguard, and oversee the daily financial and administrative operations for the Department, provide accountability through accurate reporting of revenues and expenditures, and provide quality and cost-effective support to the overall Department mission.

The Office of the Secretary provides management, oversight, and leadership for the financial, operations, and security systems of the Department and assures the coordination of these functions with the Bureau programs to provide efficient services.

For more information on the Office of the Secretary, please refer to the Office of the Secretary website located here: <https://dhhr.wv.gov/SECRETARY/Pages/default.aspx>.

#### **Office of Health Facilities**

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The Office of Health Facilities (OHF) provides direction, support, and oversight to all State-owned facilities for the care of individuals in West Virginia with behavioral health and medical needs. These facilities are comprised of one (1) acute medical hospital, two (2) acute psychiatric hospitals, and four (4) long-term care facilities.

The following are the seven state-owned facilities:

- Hopemount Hospital
- Jackie Withrow Hospital
- John Machin, Sr. Health Care Center
- Lakin Hospital
- Mildred Mitchell-Bateman Hospital
- Welch Community Hospital
- William R. Sharpe Jr. Hospital

Within the OHF is an office of Forensic Services. Forensic services works with the courts and the applicable placements to provide services for individuals under the care of the Department directed by Chapter 27-6A of the West Virginia Code.

West Virginia Code §27-6A-(1-11) provides specific guidelines for supervision and treatment of persons with mental disorders/defects involved in the criminal justice system. Forensic Services provides oversight of these processes and collaborates with court personnel, law enforcement, jails and prisons, inpatient staff, community providers, and family to provide management of defendants in the least-restrictive environment considering public safety. Forensic Services also provides technical assistance, clarification of legislative regulations, and forensic policies and guidelines to regional psychiatric hospitals, the criminal justice system, community providers, and others who interact with those offenders who have been adjudicated as incompetent to stand trial-in need of restoration (IST-R), incompetent to stand trial-unable to be restored (IST-NR), or not guilty by reason of mental illness (NGRMI).

For more information on the OHF, please refer to the OHF website located here:  
<https://dhhr.wv.gov/officeofhealthfacilities/Pages/default.aspx>.

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### **Department of Health and Human Resources**

#### West Virginia Children's Health Insurance Agency

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The West Virginia Children's Health Insurance Agency (WVCHIA) is the agency responsible for providing healthcare coverage to children in working families with incomes too high to qualify for Medicaid but lack access to affordable coverage. The WVCHIA administers this responsibility by means of the West Virginia Children's Health Insurance Program (WVCHIP).

WVCHIP supplies healthcare coverage to children in families with gross incomes up to 300% Federal Poverty Level (FPL), utilizing funding available under Title XXI of the SSA. WVCHIP was enacted by State Code §5-16b and designed to operate with the highest degree of simplicity and governmental efficiency by leveraging existing processes and functions available through other State agencies.

WVCHIP's mission is to provide quality health insurance to eligible children in a way that improves child population health and promotes healthy children and healthy communities. The goal and objective for WVCHIP is to help working families who do not have health insurance for their children.

There are presently five (5) WVCHIP employees, and WVCHIP is governed by a Board of Directors of up to 11 members, through the approval of an annual financial plan. Day-to-day operations are managed by the executive director, who is responsible for the implementation of policies and procedures established by the Board.

For more information on WVCHIP, please refer to the WVCHIP website located here:  
<https://chip.wv.gov/Pages/default.aspx>.

#### West Virginia Office of Maternal Child and Family Health

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The Office of Maternal, Child and Family Health (OMCFH) is the State of West Virginia's Maternal and Child Health Agency and is responsible for the utilization of funds provided by the Maternal and Child Health Block grant of Title V of the Social Security Act of 1935, 42 U.S.C. §701 et seq. The mission of OMCFH is to provide leadership to support state and community efforts to build systems of care that assure the health and well-being of all West Virginians.

Title V legislation requires states to conduct a needs assessment every 5 years to identify the need for preventive and primary care services in the maternal and child health population. Currently, the Office has identified the following priority needs:

- Decrease smoking specifically among pregnant women and decrease smoke exposure among children in the household;
- Decrease infant mortality with an emphasis on Sudden Unexplained Infant Death (SUID);
- Decrease preterm and low birthweight infants;
- Decrease injuries among youth and teens specifically related to teen suicide;
- Increase breastfeeding, both initiation and continuation;
- Address substance use in pregnancy and in youth/teens;
- Increase medical home for children with and without special health care needs;

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### **Department of Health and Human Resources**

- Decrease obesity among children;
- Increase dental care specifically during pregnancy; and
- Increase in adolescents with and without special health care needs who receive services necessary to make transitions to adult health care.

Federal policy requires state Medicaid agencies to coordinate with Title V grantees, especially regarding Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services. The OMCFH has provided administrative oversight for West Virginia's EPSDT Program, also known as HealthCheck, for decades. Consequently, the OMCFH has a major role in establishing standards, policies and procedures for health care services, interpreting standards to providers, providing education to enhance implementation, promoting quality of care, and assessing progress.

For more information on OMCFH, please refer to the OMCFH website located here:  
<https://www.wvdhhr.org/mcfh/>.

#### **4.4 Mountain Health Promise (MHP) Goals and Objectives and Mandatory Requirements**

The Department has identified a significant need to better help those families in crisis and reduce the number of children removed from their homes. For those who have already been subjected to this event, it is imperative that the Department implement a strategy to help better coordinate the care of those members and make sure they are receiving all of the necessary services available in order to support reunification and permanency planning. A robust approach to quality is integral to achieving the goals and objectives of MHP for children and youth in the program. It ensures that the Vendor provides access to high-quality care that meets the program's standards for enrollees. Furthermore, it will coordinate the quality improvement work of the Agency and the Vendor so that the involved entities will focus on shared priorities, and as a result, make greater quality gains.

The winning Vendor for this procurement will provide services as described in this RFP. A single Vendor will be selected to oversee and coordinate both health and social services, with physical health and behavioral health services provided through an MCO model and SNS provided through an ASO model. The winning Vendor must make efforts to contract with all currently enrolled providers under the BMS fee-for-service (FFS) Medicaid program. BSS will maintain responsibility over contracting with SNS providers. Given the complex needs of the population to be served, it is encouraged, but not required, that the Vendor subcontract with regional child welfare organizations, RMHTFs, and organizations that provide home and community-based services for children with serious emotional disorders to assist in the care coordination of services for this population, to combine the subject matter expertise of both fields to best meet the holistic needs of our youth and families. The Vendor must agree to contract with all CSED providers.

##### **4.4.1 Goals and Objectives**

The following goals and objectives support the Agency's vision for this procurement:

1. Enhance coordination and access to services that are timely, effective, high quality, and individualized, and are appropriate in scope, intensity, and duration, and are provided in the least

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### **Department of Health and Human Resources**

restrictive setting including physical health, behavioral health, dental care, and SNS to meet the needs of the members.

2. Improve communication and training among stakeholders.
3. Enhance quality of care and minimize barriers for youth and families, decreasing the burden on accessing treatment.
4. Reduce fragmentation and offer seamless continuity of care.
5. Support a centralized and streamlined system of care for children and youth across the State of West Virginia.
6. Deliver needed supports and services in the most integrated, appropriate, and cost-effective way possible.
7. Improve health and social outcomes for youth and impacts on families.
8. Develop and utilize meaningful and complete electronic health records (EHRs) for each member and other IT supports to improve data sharing.
9. Help reduce the number of children removed from the home and reduce lengths of stay per episode of care through increased family-centered care that provides necessary and coordinated services to all members of the family.
10. When out-of-home residential intervention is required to help ensure a child's safety, children are placed their community of origin to keep a child connected to their family and support systems.
11. Include a comprehensive quality approach across the entire continuum of care services.
12. Produce and analyze data as directed by the Agency.
13. Routinely engage with the Agency to share national trends, evidence-based practices, scope of coverage in other states' Medicaid programs, and expertise in the development and implementation of behavioral health services.
14. Decrease children involved with the juvenile justice and corrections systems.
15. Reduce out-of-home and out-of-state placements.
16. Develop new or enhance existing services, such as children's mobile crisis response (CMCR), in-State Psychiatric Residential Treatment Facilities (PRTF) to reduce the need for out-of-state placements, and intensive home-based treatment.

The Agency shall collaborate with the winning Vendor by providing information about current providers, the services provided, and any performance data that is available.

The following sections supply additional detail on the project specifications that are key to fulfilling the Agency's goals and objectives for this procurement.

#### **4.4.2 Mandatory Requirements**

The program mandatory requirements relate to the goals of the program, federal and State regulations, and policy. These requirements must be met by the Vendor as a part of its submitted proposal. Failure to

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comply with mandatory requirements will lead to disqualification, but the approach/methodology that the Vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements and information on how to respond to the requirements can be found in *Attachment D: Mandatory Requirements*.

#### **4.5 Scope of Work**

This section provides a narrative overview of the specifications for this procurement. Detailed specifications are located in *Appendix 1: Detailed Specifications*. The Vendor should describe its approach and methodology to meeting both itemized requirements and expectations expressed in narrative sections, using the corresponding response template located in *Attachment E: Detailed Specifications Approach*. The Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

Based on the Vendor's experience and projections, the Vendor should determine its expected SNS administrative costs under the contract and determine how the projected contract value will be achievable. Reimbursement for this contract will be designed using a dual funding stream for holistic care, with Medicaid dollars being utilized to provide a PMPM capitation payment for physical and behavioral health services, and BSS dollars contributing a fixed monthly administrative rate for SNS coordination. The PMPM rate will be developed in accordance with generally accepted actuarial principles appropriate for the population and services, certified by qualified actuaries, and approved by CMS. To the extent covered benefits or State-directed fee schedules are adjusted, capitation rates will be subject to revision in order to reflect the required program change. Future capitation rates will also be adjusted each year to reflect new base year data.

The Vendor should differentiate itself based on quality, network access, efficiency, value-added services, community partner engagement and collaboration, and care coordination support for members, as demonstrated through the technical proposal and resulting score. More details about the Agency's evaluation of Vendor proposals can be found in *Section 6: Evaluation and Award*.

Below are the subject matter areas for specifications included in *Appendix 1: Detailed Specifications*:

- **Benefit Administration:** These specifications supply information about the Agency's expectations for management of member benefits, including, but not limited to, utilization management, utilization monitoring, timely access to services, and management of members with special healthcare needs.
- **Care Management:** These specifications supply information about the Agency's expectations for the Vendor's individual care management capabilities, as well as population medical, behavioral, and social management analysis and reporting capabilities. This subject matter area includes, but is not limited to, coordination of care, quality of care, continuity of care, access to care, discharge planning, individualized service planning, and family-centered care.<sup>1</sup>

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<sup>1</sup> Per **Appendix 3: Service Provider Agreement**, care management is defined as a team-based, person-centered approach to effectively managing patients' medical, social, and behavioral conditions.

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- **Community/Stakeholder Engagement:** These specifications supply information about the Agency's expectations for Vendor engagement with various community organizations and both Agency and non-Agency stakeholders in the child welfare system. This subject matter area includes, but is not limited to: the education system, court system, Child Protective Services (CPS), caseworkers, applicable agencies, advocacy groups, foster parents, and community-based child welfare organizations.
- **Member Services:** These specifications supply information about the Agency's expectations for member support, including, but not limited to: member communication, outreach, education, access to information, and grievances and appeals.
- **Network Development:** These specifications supply information about the Agency's expectations for the Vendor to develop, manage, and build upon a comprehensive statewide physical and behavioral health provider network, as well as how the Vendor should monitor and evaluate member access to all covered services.
- **Provider Services:** These specifications supply information about the Agency's expectations for provider support, including, but not limited to, provider communication, outreach, technical assistance, training/education, access to information, and reimbursement.
- **Quality:** These specifications supply information about the Agency's expectations for the Vendor to measure and report outcomes and key performance indicators identified by the Agency in the format specified by the Agency; manage data, including, but not limited to: data sharing, data security, and data quality; quality assurance and continuous quality improvement; and managing finances.

#### **4.5.1 Potential for Expansion Populations and Services**

The State is continually evaluating the program to identify ways to better help families in crisis, improve coordination, and enhance quality of care. By submitting a proposal for this RFP, the winning Vendor agrees to coordinate with the Agency in any efforts it makes to expand either the populations included and/or the services offered within the MHP program. Potential expansions could include, but are not limited to, children at risk for foster care placement and the family of youth in crisis.

The Department may consider changes to the reimbursement model including, but not limited to, the implementation of a braided rate for Medicaid physical and behavioral health services and BSS residential room and board payments by braiding Medicaid and Title IV-E dollars into a single capitation rate. The State is currently working with Federal authorities on the possibility of a capitation rate for all BSS funded services. If it is determined that these methods are the best solution for the program, the Vendor agrees to work with the Department on developing appropriate reporting and the submission of needed claims data to the appropriate system in order to satisfy federal reporting requirements.

Any expansions considered will be reviewed by both the State and Vendor to help ensure the most effective development, implementation and administration. Any expansions determined to be made to the program will be incorporated into the SPA.

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#### **4.6 Project Organization and Staffing**

The Vendor should provide information and documentation (as part of this bid submission) regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation for this bid submission should be provided according to the response templates located in *Attachment B: Vendor Qualifications and Experience* and *Attachment C: Project Organization and Staffing*.

Consistent staffing levels and a commitment to team stability and continuity are essential to the success of the winning Vendor's implementation and operations. Qualified project staff are essential to the Vendor's satisfactory performance of contract activities. The Agency expects the Vendor to supply key staff serving the roles, performing the responsibilities, and meeting the minimum qualifications and experience identified in *Appendix 2: Staff Qualifications, Experience, and Responsibilities*. Key staff consist of the Vendor's senior leadership for this contract, who are responsible for providing leadership and creating the standards and processes required for the successful implementation, operation, and maintenance of the program. Key staff include the positions in Table 3 below.

**Table 3: List of Key Vendor Staff Positions**

Key Staff	
Contract Liaison/Medicaid Administrator	Chief Financial Officer
Medical Director	Medical Management Director
Care Management Director	Behavioral Health Medical Director
Social Services Director	SNS Liaison
Quality Director	Member Services Director
Claims Payment Director	Network Development Director
Provider Relations Director	Program Integrity Lead
Information Technology Director	Community Engagement Director
Dental Director	Medicaid Member Advocate
CSED Director	

The Agency will consider an alternative alignment of roles and responsibilities within the submitted bid responses. If the Vendor believes an alternative organizational design could benefit the Agency, improve performance, or decrease costs while meeting the goals and objectives identified in Section 4.4, then these options and their benefits should be discussed within the bid response.

The Vendor should ensure that staff possess sufficient experience to meet the operational responsibilities and performance expectations of this procurement and the contract. The responsibilities presented are high-level and not to be interpreted as all-inclusive. Please be advised *Appendix 2: Staff*



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*Qualifications, Experience, and Responsibilities* is not an exhaustive list of roles. The Agency expects the Vendor to present the most optimal staffing arrangements in its Initial Staffing Plan (see *Attachment C: Project Organization and Staffing* for more details) for fulfillment of the requirements and specifications set forth within this solicitation. Additional key staff and positions may be proposed at the Vendor's discretion. Additionally, the Vendor should include positions that may not be considered "key" in the sense of critical senior leadership positions, but are anticipated to be necessary for the Vendor, including, but not limited to, a reporting analyst(s) and care coordinators.

#### **4.6.1 Vendor Primary Workplace**

The Vendor must maintain a primary workplace in West Virginia, where at least 80% of the full-time equivalent positions are located, per HB 2010.

#### **4.6.2 Agency Staff**

The Vendor's staff will work in collaboration with Agency staff. Agency staff will have other ongoing responsibilities but will dedicate efforts to working with the Vendor as needed.

#### **4.7 Oral Presentations**

The Agency requires oral presentations of all Vendors participating in the RFP process. The Schedule of Events is listed in *Section 1: General Information*. During oral presentations, Vendors may not alter or add to their submitted proposal, only clarify information. A description of the materials and information to be presented is provided below.

The agenda for each oral presentation will be structured as follows:

- Introductions – 10 minutes
- Governance Structure (Contractual Relationships for the Project) – 15 minutes
- How does your proposed solution meet our goals and objectives? – 30 minutes
- Wrap Up – 5 minutes

Due to the COVID-19 pandemic, all presentations will be conducted via a virtual method agreed upon by the Vendor and the Agency.

## **5 VENDOR PROPOSAL**

### **5.1 Economy of Preparation**

Proposals should be prepared simply and economically, providing a concise description of the items requested within this RFP. Emphasis should be placed on completeness and clarity of the content.

### **5.2 Incurring Cost**

Neither the Department 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.

### **5.3 Proposal Format**

These instructions describe the required format for a Vendor's bid proposal. The Vendor may include any additional information it believes is relevant. When appropriate, the Vendor's proposal should be submitted using PDF. The Vendor should leverage the format, contents, and structure in the RFP attachments. Moreover, the structure of each attachment provides the Vendor with a template for an in-line response to the RFP. At times, the use of Microsoft Excel will be necessary in order to respond. An identifiable tab sheet should precede each section of the proposal, and each proposal should follow the format outlined below. Any material deviation from the format outlined may result in a rejection of the non-conforming proposal. Responses should be double-sided, 12-point font, and utilize 1.15 point spacing. All pages, except preprinted technical inserts, should be sequentially numbered. Each side of a double-sided sheet counts as a separate page in the page count.

The Vendor should provide the following information:

- A response to any applicable section of the RFP narrative located in *Section 4: Project Specifications*
- A response to specifications in *Appendix 1: Detailed Specifications*
- Applicable references and responses to any mandatory requirements provided in *Attachment D: Mandatory Requirements*
- A response to any additional content requested within the attachments/response templates

Each proposal should include a response to every request for information in this RFP, whether the request requires a simple "yes" or "no," or requires a detailed explanation. When a detailed response is required, simply repeating the RFP's requirement and agreeing to comply may be an unacceptable response and may cause the proposal to be disqualified.

The Vendor is advised to limit marketing statements and positioning to the area(s) of the RFP applicable to those statement(s) and not include duplicative or otherwise repetitive statements throughout its response.

The Vendor should begin with a title page stating the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, email address, Vendor signature, and date. Next, the Vendor should provide a table of contents, clearly identifying the material by section and

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page number. The Vendor should also include the signed acknowledgment located in *Section 6.8: Availability of Information*.

Each proposal should contain *tabbed sections in the in-line response*, according to Table 4 below:

**Table 4: Expected Proposal Sections and Content Structure**

Proposal Section	Response Template/Contents	Requested Page Limit
Cost Proposal	Attachment A: Cost Proposal	
Contents:	Microsoft Excel workbook	N/A
Technical Proposal	Attachment B: Vendor Qualifications and Experience	
Contents:	Organization Overview, within provided template	N/A
	Mandatory Qualifications, within provided template	N/A
	Existing Business Relationships with West Virginia, within provided template	N/A
	Business Disputes, within provided template	N/A
	References, within provided template	N/A
	Financial Stability, within provided template	N/A
Technical Proposal	Attachment C: Project Organization and Staffing Approach	
Contents:	Initial Staffing Plan, within provided template	25
	Use of Department Staff, within provided template	N/A
	Key Staff and Resumes, within provided template	2 per resume
Technical Proposal	Attachment D: Mandatory Requirements	
Contents:	Narrative response, within provided template	50
	Microsoft Excel workbook (Attachment D) containing list of mandatory requirements, with "Vendor Response" columns completed	N/A
Technical Proposal	Attachment E: Detailed Specifications Approach	
Contents:	Benefit Administration, within provided template	80
	Care Management, within provided template	60
	Community/Stakeholder Engagement, within provided template	25
	Member Services, within provided template	35
	Network Development, within provided template	25
	Provider Services, within provided template	25
	Quality, within provided template	60
	Value-Added Services, within provided template	5

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Proposal Section	Response Template/Contents	Requested Page Limit
	Microsoft Excel workbook (Appendix 1) containing list of detailed specifications, with "Vendor Response" columns completed	N/A
Technical Proposal	Attachment F: Sample Case Scenario	
Contents:	Responses to questions within provided template	30
Technical Proposal	Attachment G: Terms and Conditions Response Template	
Contents	Acceptance of RFP Terms and Conditions, within provided template	N/A
	Acceptance of State Customary Terms and Conditions, within provided template	N/A
	Acceptance of Mandatory Requirements and Terms, within provided template	N/A
	Commercial Materials, within provided template	N/A
	Exceptions, within provided template	N/A

#### 5.3.1 Two-Part Submission

Vendors must submit proposals in two distinct parts: technical and cost. The technical proposal must not contain any cost information relating to the project. The cost proposal must contain all cost information and be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

#### 5.3.2 Response Reference

The Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

#### 5.3.3 Proposal Submission

All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in *Section 2: Instructions to Bidders Submitting Bids*.

#### 5.3.4 Submissions are Public Documents:

Vendor's entire response to the RFP and any correspondence relating thereto are public documents. As public documents, they will be disclosed to the public following the RFP opening as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any document to the State constitutes your explicit consent to the subsequent public disclosure of the document. The Purchasing Division will disclose, without redaction, any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public

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disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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## 6 EVALUATION AND AWARD

### 6.1 Evaluation Process

Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor that demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score, and attains the highest overall point score of all Vendors shall be awarded the contract.

### 6.2 Evaluation Criteria

Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. Proposals passing the Initial Review will be evaluated and scored across five (5) global criteria, with each receiving a percentage of the overall total (1,000) points, as seen in Figure 1 and Table 5 below. The technical evaluation will be based upon the point allocations designated below, for a total of 700 of 1,000 points. Cost represents 300 of 1,000 total points.

Figure 1: Evaluation Review Criteria and Point Structure

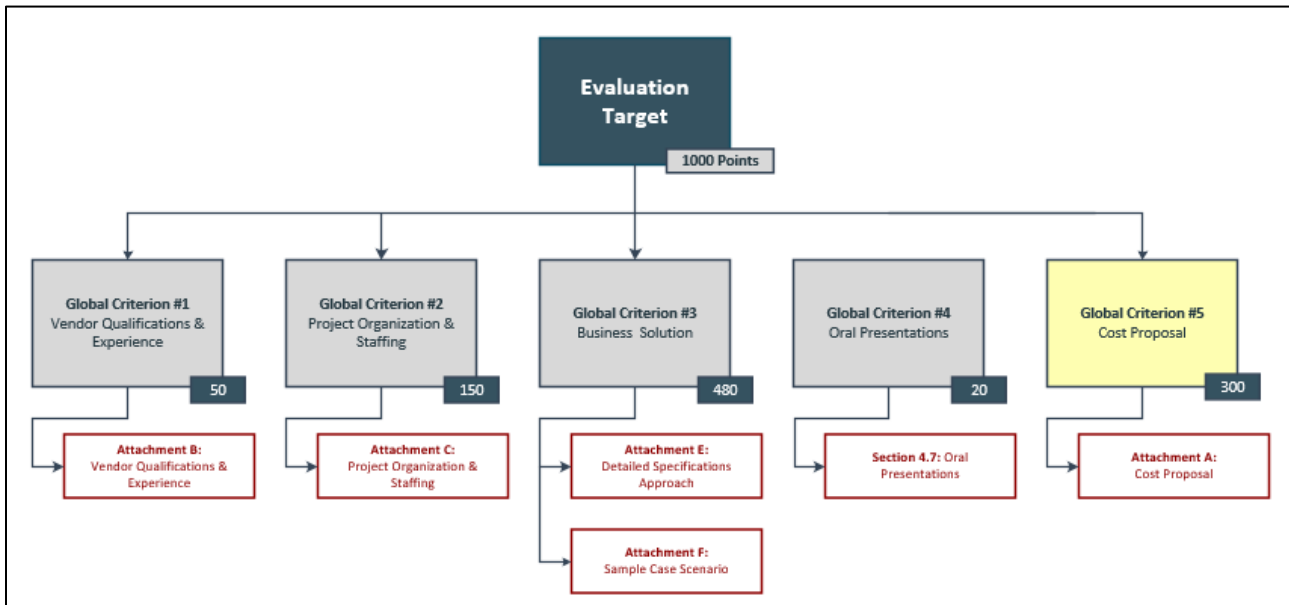


Table 5: Scoring Allocations

Scoring Area	Points Possible	Relevant Attachment(s) and/or Section(s)
Global Criterion 1: Vendor Qualifications and Experience	50	Attachment B
Global Criterion 2: Project Organization & Staffing	150	Attachment C
Global Criterion 3: Business Solution	480	Attachments E and F

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Scoring Area	Points Possible	Relevant Attachment(s) and/or Section(s)
Global Criterion 4: Oral Presentations	20	Section 4.7
Global Criterion 5: Cost Proposal	300	Attachment A

### **6.3 Technical Bid Opening**

At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Department evaluation committee for technical evaluation.

### **6.4 Technical Evaluation**

The Department evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

### **6.5 Proposal Disqualification:**

#### **6.5.1 Minimum Acceptable Score (MAS)**

Vendors must score a minimum of 70% (490 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All Vendor proposals not attaining the MAS will be disqualified.

#### **6.5.2 Failure to Meet Mandatory Requirement**

Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

### **6.6 Cost Bid Opening**

The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record-keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Department evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

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#### **6.7 Cost Evaluation**

The Department evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein, and make a final recommendation to the Purchasing Division. Reimbursement for this contract will be designed using a dual funding stream for holistic care, with Medicaid dollars being utilized to develop a PMPM capitation payment for physical and behavioral health services, and BSS dollars contributing a fixed monthly administrative rate for SNS.

Reimbursement for SNS provided to members will be reimbursed directly to the provider from Title IV funds. The PMPM capitation rate will not include carved out SNS costs. The PMPM rate will be developed in accordance with generally accepted actuarial principles appropriate for the population and services, certified by qualified actuaries, and approved by CMS. Therefore, vendors will only be scored on administrative costs relative to SNS under the cost proposal.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated, which generates a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal, which determines the number of points allocated to the cost proposal being evaluated.

Step 1:  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2:  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 300

Proposal 1: Step 1 –  $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of } 1 \text{ (100\%)}$

Step 2 –  $1 \times 300 = \text{Total Cost Score of } 300$

Proposal 2: Step 1 –  $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of } 0.909091 \text{ (90.9091\%)}$

Step 2 –  $0.909091 \times 300 = \text{Total Cost Score of } 270.27273$



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**6.8 Availability of Information**

Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). Submission of any document to the State constitutes your explicit consent to the subsequent public disclosure of the document. The Purchasing Division will disclose, without redaction, any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All other information associated with the RFP, including, but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder’s behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

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(Company)

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(Representative Name, Title)

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(Contact Phone/Fax Number)

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(Date)

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**7 FEDERAL FUNDS ADDENDUM**

See PDF titled "*Section 7 – Federal Funds Addendum.*"

## **FEDERAL FUNDS ADDENDUM**

2 C.F.R. §§ 200.317 – 200.327

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

## **FEDERAL FUNDS ADDENDUM**

### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

#### **1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**13. PROCUREMENT OF RECOVERED MATERIALS**  
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.



State of West Virginia

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Vendor Name:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules  
Title 148. Department of Administration  
Legislative Rule (Ser. 1)  
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5  
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in [W. Va. Code § 5A-3-33d](#).

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in [W. Va. Code § 5A-3-33d](#) or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with [W. Va. Code § 5A-3-33e](#) and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to [W.Va. Code § 5A-3-33e\(e\)](#), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

## 5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

## Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5



EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☐ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page

## ATTACHMENT A: COST PROPOSAL

Instructions: *Attachment A: Cost Proposal* includes instructions for Vendors to submit a Cost Proposal using the Microsoft Excel spreadsheet titled "Attachment A - Cost Proposal." Vendors may not reformat the Department's Cost Proposal Workbook. Be advised, the Department may reject any proposal with a reformatted Cost Proposal Workbook or a Cost Proposal Workbook that is not separately sealed.

The Vendor's response should provide sufficient information to allow the Department to assess the reasonableness of the Vendor's cost for the project as detailed in the Cost Workbook. The Vendor's Cost Proposal should be inclusive and complete for each area identified in the Cost Workbook.

In all cases, costs not specified by the Vendor in the Cost Proposal Workbook will be considered not allowable.

The Cost Proposal should not include exceptions or additional terms and conditions.

The PMPM rate will be developed in accordance with generally accepted actuarial principles appropriate for the population and services, certified by qualified actuaries, and approved by CMS. Therefore, vendors will only be scored on administrative costs relative to SNS under the cost proposal.

The Vendor's administrative rate for SNS should be represented in Column B of the Cost Workbook for the row titled "Vendor's Bid Amount for Administrative Services (SNS)," with the total cost for administrative services being auto-calculated in Column D in the same row. A total cost will auto-calculate in cell D11 for the total cost of the proposal. The Department will not be liable for or pay any project costs that the Vendor does not identify in its proposal.

# REQUEST FOR PROPOSAL

## CRFP BMS2300000001

### Department of Health and Human Resources

#### ATTACHMENT B: VENDOR QUALIFICATIONS & EXPERIENCE

##### 1. ORGANIZATION OVERVIEW

This section of the Vendor's Technical Proposal should include an overview of the Vendor and any subcontractor(s). The Vendor should complete the template below. Unless otherwise stated, requested documentation must be provided to the Department as part of the bid submission.

##### 1.1 Vendor Overview

---

Provide all relevant information regarding the general profile of the Vendor.

The Vendor is NOT to change any of the pre-filled cells in the following tables. The Vendor should only delete <Response> and add text in its place.

**Table 6: Vendor Overview**

Vendor Overview	
Corporate (Legal) Name	<Response>
Name of Parent Company (If Applicable)	<Response>
Tax Identification Number	<Response>
Industry (North American Industry Classification System [NAICS])	<Response>
Type of Legal Entity	<Response>
Company Ownership (e.g., Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue	<Response>
Last Fiscal Year Company Net Income	<Response>
% of Revenue From State Government Clients in the United States	<Response>
Number of Years in Business	<Response>
Number of Years Vendor has been Providing the Type of Services Specified in the RFP	<Response>
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States	<Response>
Headquarters Mailing Address	<Response>

# REQUEST FOR PROPOSAL

## CRFP BMS2300000001

### Department of Health and Human Resources

Vendor Overview	
Street Address	<Response>
Telephone Number	<Response>
Fax Number	<Response>
Locations in the United States	<Response>
Name, Mailing Address, Street Address, Telephone Number, and Fax Number of Business Unit Administering This Bid (if different from above)	Name: <Response> Mailing Address: <Response> Street Address: <Response> Telephone Number: <Response> Fax Number: <Response>
Name of Contact Person for Bid	<Response>

The Vendor should provide a list of all counties for which the Vendor intends to serve members, and indicate whether the Vendor has received approval from the Department of Insurance to serve Medicaid members in each county. *All counties must be served under the contract resulting from this solicitation.*

<Response>

The Vendor should describe the legal status of the Vendor and its parent company, as applicable.

<Response>

The Vendor should provide the number of current Medicaid members in other states, by state, and describe any experience managing services for members in other Medicaid programs or other lines of business within West Virginia, including but not limited to, child welfare services, wraparound services, behavioral support services, and Children's Mobile Crisis Response (CMCR). The Vendor should indicate what percentage of the population served is youth.

<Response>

The Vendor should provide the number of current members in foster care it provides services for in other states, by state, and describe any experience managing services for the foster care population.

<Response>

The Vendor should provide the following information in accordance with 42 CFR § 455.104:

- The name and address of any person (individual or corporation) with an ownership or control interest in the Vendor. The address for corporate entities should include, as applicable, the primary business address, every business location, and the P.O. Box address. In the case of an individual, the date of birth and Social Security Number should be provided. *The Vendor should provide a redacted version with its proposal, and if the Vendor is selected, the Department will request full information.*

<Response>

# REQUEST FOR PROPOSAL

## CRFP BMS2300000001

### Department of Health and Human Resources

- Tax identification number for a corporation with an ownership or control interest in the Vendor or in a subcontractor in which the Vendor has a five (5) percent or more interest.

<Response>

- Whether the person (individual or corporation) with ownership or control interest in the Vendor and/or subcontractor is related to any other person with ownership or control interest, such as a spouse, parent, child, or sibling.

<Response>

- The name of any other organization in which a person with ownership or control interest in the Vendor also has an ownership or control interest.

<Response>

- The name, address, date of birth, and Social Security Number of an agent or a managing employee of the Vendor. *The Vendor should provide a redacted version with its proposal, and if the Vendor is selected, the Department will request full information.*

<Response>

Please describe if the Vendor has ever sought, or is currently seeking, National Committee for Quality Assurance (NCQA) accreditation status, and indicate: if NCQA-accredited, its current NCQA accreditation status and its accreditation term effective dates; and if not accredited, a statement describing whether and when NCQA accreditation status was ever denied. *NCQA accreditation is required.*

<Response>

#### 1.2 Subcontractor Overview (if applicable)

---

If the proposal includes the use of Subcontractor(s), provide all relevant information regarding the profile of each Subcontractor. This section may be duplicated in its entirety and a page created per Subcontractor included.

The Vendor is NOT to change any of the pre-filled cells in the following tables. The Vendor should only delete <Response> and add text in its place.

**Table 7: Subcontractor Overview**

Subcontractor Overview	
Corporate (Legal) Name	<Response>
Name of Parent Company (If Applicable)	<Response>
Tax Identification Number	<Response>
Industry	<Response>

# REQUEST FOR PROPOSAL

## CRFP BMS2300000001

### Department of Health and Human Resources

Subcontractor Overview	
(NAICS)	
Type of Legal Entity	<Response>
Company Ownership (e.g., Private/Public, Joint Venture)	<Response>
Number of Full-Time Employees	<Response>
Last Fiscal Year Company Revenue (from Unaffiliated Parties)	<Response>
Last Fiscal Year Company Net Income	<Response>
% of Revenue From State Government Clients in the United States	<Response>
Number of Years in Business	<Response>
Number of Years Subcontractor has been Providing the Type of Services Specified in the RFP	<Response>
Number of Employees Providing the Type of Services Specified in the RFP	<Response>
Headquarters in the United States	<Response>
Headquarters Mailing Address	<Response>
Street Address	<Response>
Telephone Number	<Response>
Fax Number	<Response>
Locations in the United States	<Response>
Name, Mailing Address, Street Address, Telephone Number, and Fax Number of Business Unit Administering This Bid (if different from above)	Name: <Response> Mailing Address: <Response> Street Address: <Response> Telephone Number: <Response> Fax Number: <Response>
Name of Contact Person for Bid	<Response>

The Subcontractor should provide the following information in accordance with 42 CFR § 455.104:

- The name and address of any person (individual or corporation) with an ownership or control interest in the Subcontractor. The address for corporate entities should include, as applicable, the primary business address, every business location, and the P.O. Box address. In the case of an individual, the date of birth and Social Security Number should be provided. *The Vendor should*

# REQUEST FOR PROPOSAL

## CRFP BMS2300000001

### Department of Health and Human Resources

*provide a redacted version with its proposal, and if the Vendor is selected, the Department will request full information.*

<Response>

- Tax identification number for a corporation with an ownership or control interest in the Subcontractor or in a subcontractor in which the Subcontractor has a five (5) percent or more interest.

<Response>

- Whether the person (individual or corporation) with ownership or control interest in the Subcontractor and/or Subcontractor is related to any other person with ownership or control interest, such as a spouse, parent, child, or sibling.

<Response>

- The name of any other organization in which a person with ownership or control interest in the Subcontractor also has an ownership or control interest.

<Response>

- The name, address, date of birth, and Social Security Number of an agent or a managing employee of the Subcontractor. *The Vendor should provide a redacted version with its proposal, and if the Vendor is selected, the Department will request full information.*

<Response>

## 2. MANDATORY QUALIFICATIONS

The Vendor must complete this section to demonstrate that it has the experience needed to meet requirements set forth in this RFP. The table below lists each mandatory qualification; the Vendor must note whether it meets the qualification and provide narrative demonstrating fulfillment of the requirement. The Vendor must list each project experience separately and completely every time it is referenced. Unless otherwise stated, requested documentation must be provided to the Department as part of the bid submission.

The Vendor is NOT to change any of the pre-filled cells in the following table. The Vendor should only circle, highlight, or otherwise visibly and consistently indicate its “yes/no” response, then delete <Response> and add a brief narrative in its place.

# REQUEST FOR PROPOSAL

## CRFP BMS2300000001

### Department of Health and Human Resources

**Table 8: Mandatory Qualifications**

Mandatory Qualification Item(s)	Vendor Meets?		Provide A Brief Narrative To Demonstrate Fulfillment Of Requirement
The Vendor must provide an active Certificate of Authority (COA) as outlined by the West Virginia (WV) Office of the Insurance Commissioner. The Vendor shall provide a copy of its COA prior to contract start date.	YES	NO	<Response>
The Vendor must be an NCQA-accredited entity and remain so for the duration of the contract. NCQA certification must be provided prior to contract start date.	YES	NO	<Response>
The vendor must be NCQA Health Equity accredited or in the process of attaining NCQA Health Equity accreditation. The Vendor shall provide a copy of its accreditation or evidence of working towards attaining the accreditation prior to contract start date.			
The Vendor must provide an organizational chart outlining the internal organizational structure, including but not limited to all key staff positions for this project.	YES	NO	<Response>
The Vendor must provide a description of the roles, responsibilities, and skill sets associated with each position outlined in the organizational chart.	YES	NO	<Response>
The Vendor must provide a summary description of individual key staff members and the experience that qualifies them for their roles in this project. If any subcontractor is leveraged, the Vendor shall describe the assurance of quality and timeliness of the work to be done.	YES	NO	<Response>
The Vendor must have at least one (1) year experience in administering a CSED waiver program.	YES	NO	<Response>
The Vendor must require at least one member of its care coordination team to participate in all multi-disciplinary team (MDT) meetings, as deemed necessary by the Department caseworker or court system.	YES	NO	<Response>
The Vendor must ensure appropriate clinical staff are available to case consult for purposes of authorization and access to medically necessary and socially necessary services.	YES	NO	<Response>



# REQUEST FOR PROPOSAL

## CRFP BMS2300000001

### Department of Health and Human Resources

Mandatory Qualification Item(s)	Vendor Meets?		Provide A Brief Narrative To Demonstrate Fulfillment Of Requirement
The Vendor must have experience within the last three (3) years as the prime contractor for at least three (3) federal, state, or private healthcare entities, in an MCO and/or ASO capacity, where the proposed solution of similar size and scope has been implemented.	YES	NO	<Response>
The Vendor must have at least five (5) years' experience in Medicaid serving children and youth populations requiring specialized care.	YES	NO	<Response>
The Vendor must include at least three (3) references from clients served within the last three (3) years that demonstrate the Vendor's ability to perform the scope of work described in the RFP. Vendors may only use one reference per client served. The Department strongly prefers three (3) references from different state engagements where the proposed approach is currently in progress or has been implemented.	YES	NO	<Response>
The Vendor must have at least three (3) years' experience implementing the proposed approach with an organization similar size and scope to the State, in an MCO and/or ASO capacity, in compliance with all federal and state regulations.	YES	NO	<Response>

### 3. EXISTING BUSINESS RELATIONSHIPS WITH THE STATE

Describe any existing or recent (within the last five [5] years) business relationships the Vendor or any of its affiliates or proposed Subcontractors have with the State, the State's counties, and/or the State's local municipalities.

<Response>

### 4. BUSINESS DISPUTES

List any regulatory actions, sanctions, citations, deficiencies, audit findings, investigations, or recommendations received in any state within the last two (2) years, along with the Vendor's response and plan of correction.

<Response>

Disclose if the Vendor or its parent company (including other managed care subsidiaries of the parent) has had a Medicaid, Medicare, or any other federal health program managed care contract terminated or not renewed for any reason within the past five (5) years. In such instances, the Vendor should describe the issues and the parties involved, and provide the address and telephone number of the principal

# REQUEST FOR PROPOSAL

## CRFP BMS2300000001

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terminating party. The Vendor should also describe any corrective action taken to prevent any future occurrence of the problem(s) that may have led to the termination or non-renewal.

<Response>

## 5. REFERENCES

The State may conduct reference checks to verify and validate the past performance of the Vendor and its proposed Subcontractors.

### 5.1 Vendor (Prime) References Form

---

Include at least three (3) references from clients served within the last three (3) years that demonstrate the Vendor's ability to perform the scope of work described in this RFP. The Vendor should provide three (3) different clients in order to demonstrate its experience.

Vendor should include client description, contract dates, and contact information (customer points of contact, addresses, telephone numbers, and email addresses). The Vendor should explain whether it performed the work as a prime contractor or as a subcontractor.

The Vendor is NOT to change any of the pre-filled cells in the following tables.

The Vendor may add additional Reference Tables as necessary.

**Table 9: Vendor References**

Vendor Information		
Vendor Name: <Response>	Contact Name:	<Response>
	Contact Phone:	<Response>
Customer Information		
Customer Organization: <Response>	Contact Name:	<Response>
	Contact Title:	<Response>
Customer Address: <Response>	Contact Phone:	<Response>
	Contact Email:	<Response>
Project Information		
Total Vendor Staff:	<Response>	
Project Objectives: <Response>		
Project Description: <Response>		
Vendor's Involvement: <Response>		

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Project Benefits: <Response>			
Key Personnel			
Name: <Response>(Add more rows as needed)		Role: <Response> (Add more rows as needed)	
Name: <Response>(Add more rows as needed)		Role: <Response> (Add more rows as needed)	
Project Measurements:			
Projected Membership of Vendor's Contract: <Response>		Actual Membership of Vendor's Contract: <Response>	
Reason(s) for change in membership: <Response>			
Estimated Start & Completion Dates:	From:	<Response>	To: <Response>
Actual Start & Completion Dates:	From:	<Response>	To: <Response>
Reason(s) for difference between Estimated and Actual dates: <Response>			
If the Vendor performed the work as a Subcontractor, the Vendor should describe the scope of subcontracted activities: <Response>			

#### 5.2 Subcontractor References (if applicable)

If the Vendor's proposal includes the use of Subcontractor(s), provide three (3) references for each Subcontractor. The State prefers references that demonstrate where the Prime and Subcontractors have worked together in the past.

The Vendor is NOT to change any of the pre-filled cells in the following tables.

The Vendor may add additional Reference Tables as necessary.

**Table 10: Subcontractor References**

Subcontractor Information
---------------------------

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Vendor Name: <Response>		Contact Name:	<Response>
		Contact Phone:	<Response>
<b>Customer Information</b>			
Customer Organization: <Response>		Contact Name:	<Response>
		Contact Title:	<Response>
Customer Address: <Response>		Contact Phone:	<Response>
		Contact Email:	<Response>
<b>Project Information</b>			
Total Vendor Staff:	<Response>		
Project Objectives: <Response>			
Project Description: <Response>			
Vendor's Involvement: <Response>			
Project Benefits: <Response>			
<b>Key Personnel</b>			
Name: <Response> (Add more rows as needed)		Role: <Response> (Add more rows as needed)	
Name: <Response> (Add more rows as needed)		Role: <Response> (Add more rows as needed)	
<b>Project Measurements:</b>			
Projected Membership of Vendor's Contract: <Response>		Actual Membership of Vendor's Contract: <Response>	
Reason(s) for change in membership: <Response>			
Estimated Start & Completion Dates:	From:	<Response>	To: <Response>

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Actual Start & Completion Dates:	From:	<div style="background-color: #cccccc; padding: 2px 5px;">&lt;Response&gt;</div>	To:	<div style="background-color: #cccccc; padding: 2px 5px;">&lt;Response&gt;</div>
Reason(s) for difference between Estimated and Actual dates: <div style="background-color: #cccccc; padding: 2px 5px; margin-top: 5px;">&lt;Response&gt;</div>				
If the Subcontractor performed the work as a subcontractor, the Subcontractor should describe the scope of subcontracted activities: <div style="background-color: #cccccc; padding: 2px 5px; margin-top: 5px;">&lt;Response&gt;</div>				

## 6. FINANCIAL STABILITY

The Vendor should provide the following components for this section:

### 6.1 Dun & Bradstreet (D&B) Ratings

---

The Vendor should provide the industry standard D&B ratings that indicate its financial strength and creditworthiness, assigned to most U.S. and Canadian firms (and some firms of other nationalities) by the U.S. firm D&B. These ratings are based on a firm's worth and composite credit appraisal. Additional information is given in credit reports (published by D&B) that contain the firm's financial statements and credit payment history.

<Response>

### 6.2 Financial Capacity

---

The Vendor should supply evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement.

In the following table, please list credit references that can verify the financial standing of your company.

**Table 11: Credit References**

INSTITUTION	ADDRESS	PHONE NUMBER

## ATTACHMENT C: PROJECT ORGANIZATION AND STAFFING APPROACH

Instructions: The Vendor is to employ staffing strategies to ensure all requirements and service levels are met to the Department's satisfaction. The evaluation of the Vendor's staffing approach shall be based on the ability of the Vendor to satisfy the requirements stated herein. Therefore, the Vendor should present detailed information regarding the expertise of the proposed staff and an Initial Staffing Plan.

For ease of formatting and evaluation, *Attachment C: Project Organization and Staffing Approach* provides the required outline for the Vendor's response to staffing. The Vendor's response to the following should not exceed 25 pages, excluding key personnel resumes, the forms provided in this Attachment, and any supplemental documentation requested as part of the submission.

Please refer to *Appendix 2: Staff Qualifications, Experience, and Responsibilities* of the RFP for details pertaining to staff qualifications, experience, and responsibilities.

### 1. INITIAL STAFFING PLAN

As part of the Vendor's bid response, the Vendor should provide an Initial Staffing Plan. In addition to the requirements described in *Attachment D: Mandatory Requirements* and *Appendix 1: Detailed Specifications*, the Vendor's narrative description of its proposed Initial Staffing Plan should include the following:

- A succinct description of the Vendor's proposed project team that should exhibit the Vendor's ability and capability to provide knowledgeable, skilled, and experienced personnel to accomplish the scope of work (SOW) as described in this RFP
- A detailed proposal for providing all resources necessary to fulfill the requirements as specified in this RFP. This includes details covering not only key staff, but also support staff
- An organizational chart showing the corporate structure, lines of responsibility, and authority in the administration of the Vendor's business as a health plan
- An organizational chart showing:
  - The organizational structure for this project and how it relates to the proposed service area(s), including staffing and functions performed at the local level
  - As available, the names, titles, and contact information for the key staff positions or functions listed in *Appendix 2: Staff Qualifications, Experience, and Responsibilities*. If any individuals are to be hired in the future, provide an approximate timeline for appointment
  - The reporting relationships of each individual listed
  - The city and state where each position will be located
  - Whether the Vendor plans to co-locate a liaison within the Department, and if so, which position(s) the Vendor proposes to fulfill this liaison role
  - Identification of Subcontractor staff, if applicable
- An organizational chart showing how Subcontractor(s) will be managed within the Vendor's West Virginia organizational structure, including the primary individuals at the Vendor's organization and at each Subcontractor organization responsible for overseeing such

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subcontract. This information may be included in the West Virginia organizational chart listed previously or as a separate organizational chart(s)

- A brief narrative explaining the submitted organizational charts, and highlighting the key functional responsibilities and reporting requirements of each organizational unit relating to the Vendor's proposed management of the Vendor program(s)
- A narrative describing tools and processes used to screen available staff to fill positions
- A narrative describing the process for replacing key staff within defined time frames, and procedures for backfilling key staff during any transition
- A hiring plan for administration of the contract awarded through this solicitation
- Information on how Vendor staffing numbers will reflect adequate access to service children in foster care and other populations indicated in this solicitation
- Subcontractor Monitoring Plan:
  - If the Vendor retains a Subcontractor for claims processing, dental benefit management (DBM), behavioral health management, utilization management, or network development, describe activities and monitoring tools for each Subcontractor. Note: CSED administration cannot be subcontracted.
  - Provide sample Subcontractor agreements for review. The winning Vendor will submit finalized agreements to the Department for approval prior to implementation
  - If contracting with a benefits manager, provide a separate listing/table of benefit manager vs. Vendor functions in administering the benefits (e.g., provider recruitment, member and provider calls, utilization management, provider education)
  - Identify the frequency of contact/status calls with each Subcontractor upon go-live and on an ongoing basis
  - Describe a plan that will be followed in the event that a Subcontractor does not fulfill its contract or service obligations, including, but not limited to, details on any corrective action plan processes
  - Describe the Vendor's contingency plan in the event that the Vendor or a Subcontractor terminates its contract, including plans to identify another Subcontractor and transition steps that would take place to ensure uninterrupted member access
  - Describe whether each Subcontractor is an affiliate of the Vendor or an unrelated third party

<Response>

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#### **2. USE OF DEPARTMENT STAFF**

Describe the required staffing of business and technical resources the Department should provide to support the Vendor. Specifically, the Vendor should address the following:

- The nature and extent of Department support required, in terms of staff roles and percentage of time available
- Assistance from Department staff and the experience and qualification levels of required staffing for both implementation and operations phases

The Department may not be able or willing to provide the additional support the Vendor lists in this part of its proposal. Therefore, the Vendor should indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the Department may reject the Vendor's proposal, if the Department is unwilling or unable to meet the requirements.

<Response>

#### **3. KEY STAFF AND RESUMES**

Key staff consist of the Vendor's senior leadership for the Mountain Health Promise program. These resources are responsible for providing leadership and creating the standards and processes required for the successful implementation, operation, and maintenance of the program. Key staff are required to report to the CEO who will be based in West Virginia. Resumes for key staff named in the Vendor proposal should indicate the role of the staff on the Mountain Health Promise program and demonstrate how each staff member's experience and education will contribute to successful implementation and operations. Please elaborate on any staff members' experience and/or education related to the covered populations and/or covered benefits and services, where applicable. The Vendor's proposed key staff should be available for an in-person interview upon the Department's request. To ensure successful operations for this contract, the project should be led by key staff identified in the list below:

- Contract Liaison/Medicaid Administrator
- Chief Financial Officer
- Medical Director
- Medical Management Director
- Care Management Director
- Behavioral Health Medical Director
- Social Services Director
- SNS Liaison
- Quality Director



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- Member Services Director
- Claims Payment Director
- Network Development Director
- Provider Relations Director
- Program Integrity Lead
- Information Technology Director
- Community Engagement Director
- Dental Director
- Medicaid Member Advocate
- CSED Director

The qualifications, experience, and responsibilities for each key staff role are defined in *Appendix 2: Staff Qualifications, Experience, and Responsibilities*.

#### 3.1 Resumes

---

The Vendor should complete Table 12 and embed resumes of all proposed key staff to this section of the proposal. Each resume should demonstrate experience relevant to the position proposed. If applicable, resume should include work on projects cited under the Vendor's corporate experience, and the specific functions performed on such projects. This section should include the following:

- Resumes (not exceeding two pages each) for key staff and support staff members assigned to this project, including their licenses, credentials, and experience. The Department considers key staff resumes as a key indicator of the Vendor's understanding of the skill sets required for each staffing area.
- A letter of intent for each proposed staff member not currently employed by the Vendor. Each letter of intent should be signed by the named individual, indicating that the individual is willing to accept employment if the Vendor is awarded the contract.

**Table 12: Resumes for Proposed Key Staff**

Name	Proposed Role	Experience in Proposed Role	Currently Employed by the Vendor?

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**ATTACHMENT D: MANDATORY REQUIREMENTS**

Instructions: The mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory requirements may result in the disqualification of the proposal, at the sole discretion of the Department. The terms “must” and “shall” stipulate and identify a mandatory requirement. The Vendor is to demonstrate compliance with mandatory requirements in its proposal. If the Vendor's proposal meets the mandatory requirements, the Vendor's proposal may be included in the next part of the technical evaluation of this RFP. For mandatory requirements that necessitate a future action, the Vendor will respond in *Attachment G: Terms and Conditions* with an attestation that it will meet all mandates. For mandatory requirements involving documentation to be submitted for this bid submission, Vendors must include that documentation with its technical proposal as part of this bid submission. When appropriate, Vendors must provide narrative responses in the area below. The Vendor's narrative response for Attachment D should not exceed 50 pages.

See the attached Microsoft Excel file titled, “*Attachment D – Mandatory Requirements.*”

<Response>

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#### ATTACHMENT E: DETAILED SPECIFICATIONS APPROACH

Instructions: In this response template, the Vendor should provide a narrative overview of how its proposed approach will meet the detailed specifications by subject matter area (located in Column D of *Appendix 1: Detailed Specifications*). Responses should reference specifications using the appropriate IDs (located in Column A: Spec ID # in *Appendix 1: Detailed Specifications*). The Department also expects the Vendor to propose its approach for meeting any narrative included in *Section 4: Project Specifications* of this RFP.

Additional guidance for completing this attachment's response template is as follows:

1. The Vendor should refer to Column C: Vendor Response Guidance in *Appendix 1: Detailed Specifications* for information requested in the Vendor response to each specification. The Vendor is not limited to providing only the information requested in this column.
2. Responses should be focused on the business processes and specifications and not just provide generic or marketing descriptions of Vendor qualifications.
3. A statement of compliance or intent to perform the specification will not be considered a narrative description or explanation, and may negatively affect the Vendor's score if given when a narrative description or explanation was requested.
4. The Vendor is not required to address each specification independently and may combine responses to specifications, particularly if a more comprehensive response helps the Vendor convey its approach. However, the Vendor should cite where each specification is addressed within the narrative for traceability (using the appropriate IDs) and provide a level of detail that enables the Department to evaluate the response at the individual specification level. The figure below provides an example of the expected format.

**Figure 2: Example of Expected Specification Response Format**

<b>1. BENEFIT ADMINISTRATION</b>			
The Vendor should refer to the relevant specifications located in <b>Appendix 1: Detailed Specifications</b> (based on the categorization within Column D: Subject Matter Area) and pertinent narrative in <b>Section 4: Project Specifications</b> in this RFP, and then describe its approach to Benefit Administration below. The Vendor's narrative response should not exceed 80 pages.			
<b>BA01</b>	<table border="1"><tr><td>The Vendor should establish a process to implement authorization criteria and a process for providers to request authorizations for socially necessary services (SNS).</td><td>The Vendor should provide a proposed process to administer authorization criteria for these services in accordance with Appendix 9 SNS Utilization Management Guide.</td></tr></table>	The Vendor should establish a process to implement authorization criteria and a process for providers to request authorizations for socially necessary services (SNS).	The Vendor should provide a proposed process to administer authorization criteria for these services in accordance with Appendix 9 SNS Utilization Management Guide.
The Vendor should establish a process to implement authorization criteria and a process for providers to request authorizations for socially necessary services (SNS).	The Vendor should provide a proposed process to administer authorization criteria for these services in accordance with Appendix 9 SNS Utilization Management Guide.		
<Response>			

5. If the Vendor identifies materials that help support or demonstrate its narrative response (e.g., process flows, samples, templates, figures, or tables), the Vendor should include and explain these materials within the response template.

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#### 1. BENEFIT ADMINISTRATION

The Vendor should refer to the relevant specifications located in *Appendix 1: Detailed Specifications* (based on the categorization within Column D: Subject Matter Area) and pertinent narrative in *Section 4: Project Specifications* in this RFP, and then describe its approach to Benefit Administration below. The Vendor's narrative response should not exceed 80 pages.

<Response>

#### 2. CARE MANAGEMENT

The Vendor should refer to the relevant specifications located in *Appendix 1: Detailed Specifications* (based on the categorization within Column D: Subject Matter Area) and pertinent narrative in *Section 4: Project Specifications* in this RFP, and then describe its approach to Care Management below. The Vendor's narrative response should not exceed 60 pages.

<Response>

#### 3. COMMUNITY/STAKEHOLDER ENGAGEMENT

The Vendor should refer to the relevant specifications located in *Appendix 1: Detailed Specifications* (based on the categorization within Column D: Subject Matter Area) and pertinent narrative in *Section 4: Project Specifications* in this RFP, and then describe its approach to Community/Stakeholder Engagement below. The Vendor's narrative response should not exceed 25 pages.

<Response>

#### 4. MEMBER SERVICES

The Vendor should refer to the relevant specifications located in *Appendix 1: Detailed Specifications* (based on the categorization within Column D: Subject Matter Area) and pertinent narrative in *Section 4: Project Specifications* in this RFP, and then describe its approach to Member Services below. The Vendor's narrative response should not exceed 35 pages.

<Response>

#### 5. NETWORK DEVELOPMENT

The Vendor should refer to the relevant specifications located in *Appendix 1: Detailed Specifications* (based on the categorization within Column D: Subject Matter Area) and pertinent narrative in *Section 4: Project Specifications* in this RFP, and then describe its approach to Network Development below. The Vendor's narrative response should not exceed 25 pages.

<Response>

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#### **6. PROVIDER SERVICES**

The Vendor should refer to the relevant specifications located in *Appendix 1: Detailed Specifications* (based on the categorization within Column D: Subject Matter Area) and pertinent narrative in *Section 4: Project Specifications* in this RFP, and then describe its approach to Provider Services below. The Vendor's narrative response should not exceed 25 pages.

<Response>

#### **7. QUALITY**

The Vendor should refer to the business specifications located in *Appendix 1: Detailed Specifications* (based on the categorization within Column D: Subject Matter Area) and pertinent narrative in *Section 4: Project Specifications* in this RFP, and then describe its approach to Quality below. The Vendor's narrative response should not exceed 60 pages.

<Response>

#### **8. VALUE-ADDED SERVICES**

In addition to the above subject matter areas from *Appendix 1: Detailed Specifications*, the Vendor should include any Value-Added Services to be offered in this section, as well as any eligibility requirements and potential limits for these services. Vendors are not required to propose value-added benefits, but inclusion of such services may impact the Vendor's overall evaluation. The Vendor's narrative response should not exceed 5 pages.

<Response>

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#### **ATTACHMENT F: SAMPLE CASE SCENARIO**

Instructions: A sample case scenario is described below. The Vendor should explain how it would care for the child using the question-and-response format provided beneath the scenario. The Vendor's response to Attachment F should not exceed 30 pages.

#### **Case Scenarios**

##### **1. MEMBER A CASE SCENARIO**

Member A is an 11-year-old MHP member with a diagnosis of autism and intermittent explosive disorder and is physically aggressive toward others. Member A is currently in a residential mental health treatment facility in West Virginia. During an outing, Member A gets angry, becomes aggressive, and physically assaults a staff person, causing injury. Member A is taken to a Bureau for Juvenile Services (BJS) facility until a treatment facility that can meet the member's needs can be located.

##### **Questions:**

- 1) How will the Vendor monitor residential and foster care placement disruptions that result in a child being placed temporarily in a non-foster care placement?
- 2) Please describe the Vendor's communication protocol with the DHHR caseworker and other relevant case personnel in this scenario.
- 3) After the Vendor receives notification about the placement in BJS, how will the Vendor assist the caseworker in assessing Member A for appropriate services and identifying and securing additional treatment options and supports designed to meet the youth's needs to transition them from inappropriate, non-foster-care placements?

##### **2. MEMBER B CASE SCENARIO**

Member B is 14 years old and has an Intellectual/Developmental Disability (I/DD) diagnosis. Member B is taken to a BJS facility in the middle of the night after being charged with domestic battery for physically assaulting their mother, causing injury. Member B is removed from the home, placed in the custody of BSS, and enrolled in MHP. The Department is court ordered to obtain a forensic competency evaluation of Member B. The Vendor will use the evaluation to recommend services in the least restrictive setting that serves the needs of Member B.

##### **Questions:**

- 1) What steps will the Vendor take to coordinate the assessment of the child's ability to remain safely in their home and ensure intensive supportive community services?
- 2) Since the member may be eligible for the waiver, how will the Vendor coordinate assisting the child's caregiver and caseworker in applying for the waiver on behalf of the child?
- 3) How will the Vendor assist the caseworker in identifying and securing additional behavioral health services to obtain the needed forensic evaluations when the youth has not previously been in foster care?

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- 4) How will the Vendor assist the caseworker in identifying and securing any required services as recommended by the forensic evaluation, which may include treatment services, educational services, and/or medications?

### **3. MEMBER C CASE SCENARIO**

Member C is a 16-year-old male residing with his aunt as a kinship foster placement. Member C has been charged with a delinquency battery petition in juvenile court after an argument with his aunt escalated to physical violence. Neither the aunt nor juvenile were seriously injured. The juvenile's aunt is requesting the child be removed from the home and placed in another placement.

#### **Questions:**

- 1) How will the Vendor assist the caseworker in demonstrating to the youth's aunt the ability of intensive in-home supports to serve the family as an alternative to residential treatment?
- 2) How will the Vendor support the caseworker in identifying and accessing services for the family, including coordinating immediate crisis and supportive services and necessary assessments and evaluations to determine the ongoing service needs? How will the Vendor assure the family receives needed services identified through assessments and evaluations timely to prevent removal of the child from the home?
- 3) If the child is unable to remain in the home in this scenario, what steps will the Vendor take to ensure the ongoing treatment, assessment, and discharge planning includes the services necessary to transition the child back into their kinship home?

## **Case Scenarios Response**

### **1. MEMBER A RESPONSE**

<Response>

### **2. MEMBER B RESPONSE**

<Response>

### **3. MEMBER C RESPONSE**

<Response>

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#### **ATTACHMENT G: TERMS AND CONDITIONS RESPONSE TEMPLATE**

##### **1. INSTRUCTIONS**

The Vendor should review *Attachment G: Terms and Conditions Response Template*, signing each provided signature block using blue ink in order to note the Vendor's acknowledgement and intent of compliance. The Vendor should identify any exceptions to the Terms and Conditions. If exceptions are not noted in *Attachment G: Terms and Conditions Response Template* of the RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if, at its sole discretion, it deems that to be in the best interests of the State.

##### **2. RFP TERMS AND CONDITIONS**

RFP Terms and Conditions consist of provisions throughout this RFP. Moreover, these provisions encapsulate instructions, State and federal procedures, and the State's expectations of the Vendor when submitting a proposal. The Vendor should understand and strictly adhere to the RFP Terms and Conditions. Failure to follow any instructions within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.

*Please provide an authorized signature stipulating the Vendor's acknowledgement, understanding, and acceptance of these RFP Terms and Conditions.*

---

Printed Name / Signature of Authorized Personnel

Date

##### **3. STATE CUSTOMARY TERMS AND CONDITIONS**

The selected Vendor will sign a contract with the State to provide the goods and services described in the Vendor's response. The following documents shall be included in any contract(s) resulting from this RFP:

- *Section 3: General Terms and Conditions (attached PDF file Section\_2\_Instructions\_To\_Vendors\_Submitting\_Bids\_and\_Section\_3\_General\_Terms\_and\_Conditions)*
- *Section 7: Federal Funds Addendum*
- *Appendix 3: Service Provider Agreement (SPA)*
- *Business Associate Agreement*

*Please provide a signature stipulating the Vendor's acknowledgement and complete review of these documents.*

---

Printed Name / Signature of Authorized Personnel

Date



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*If the Vendor is not taking exceptions to any of the State Customary Terms and Conditions, then the Vendor needs to provide a binding signature stipulating its acceptance of these documents.*

---

Printed Name / Signature of Authorized Personnel

Date

#### **4. MANDATORY REQUIREMENTS AND TERMS**

The following items are Mandatory Terms and Documents. Please be advised, the Vendor should provide its affirmative acceptance of these items in order to move forward with consideration under this RFP.

- Attachment D: Mandatory Requirements (attached Microsoft Excel file, *Attachment D – Mandatory Requirements*)
- Attachment B, Section 2: Mandatory Qualifications
- In no event shall the State agree to terms that (a) require indemnification by the State of the Contractor; (b) waive the State's right to a jury trial; (c) establish applicable law anywhere other than the State of West Virginia, or jurisdiction in any venue other than the applicable court; (d) designate a governing law other than the laws of the State of West Virginia; (e) constitute an implied or deemed waiver of the immunities, defenses, rights, or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution; (f) limit the time within which an action may be brought; (g) require arbitration; (h) require the ability to defend lawsuit without the approval of the Attorney General's Office; or (i) pay attorney fees.
- Business Associate's Agreement

Vendors that are not able to enter into a contract under these conditions should not submit a bid.

*Please provide an authorized signature stipulating the Vendor's acknowledgement, understanding, and acceptance of the Mandatory Requirements and Terms stipulated in this section.*

---

Printed Name / Signature of Authorized Personnel

Date

#### **5. COMMERCIAL MATERIALS**

The Vendor should list any commercial and proprietary materials it will deliver that are easily copied, such as Commercial Software, and in which the State will have less than full ownership ("Commercial Materials"). Generally, these will be from third parties and readily available in the open market. The Vendor need not list patented parts of equipment.

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<Response>

#### 6. EXCEPTIONS

The Vendor should indicate exceptions to the State's Terms and Conditions in this RFP. Any exceptions should include an explanation for the Vendor's inability to comply with such term or condition and, if applicable, alternative language the Vendor would find acceptable. Rejection of the State's Terms and Conditions, in part or in whole, or without any explanation, may be cause for the State's rejection of a Vendor's Proposal. If an exception concerning the Terms and Conditions is not noted in this response template, but raised during contract negotiations, the State reserves the right to cancel the negotiation, at its sole discretion, if it deems that to be in the best interests of the State.

The terms and conditions of a Vendor's software license, maintenance support agreement, and service level agreement, if applicable, will be required for purposes of contract negotiations for this project. Failure to provide the applicable Vendor terms, if any, as part of the RFP response may result in rejection of the Vendor's Proposal.

Instructions: Identify and explain any exceptions to the State's terms and conditions using the tables provided below, adding tables, as needed. If no changes are listed, the Vendor is indicating that no changes to the Terms and Conditions are proposed, and that the Vendor intends to accept them as written if the Vendor's Proposal is selected. Mandatory Requirements and Terms noted in this RFP are non-negotiable.

- The Vendor may add additional tables, as appropriate.
- Do not submit Vendor's Standard Terms and Contracting Provisions in lieu of stipulating exceptions below.
- Making revisions to State statutes and regulations is prohibited.
- The State has no obligation to accept any exception(s).

##### 6.1 Exception #1 – <Insert Title of Provision>

Document Title (Reference Specific Contractual Document and Section in Which Exception is Taken)	Vendor's Explanation (Required for Any Rejection/Exception)	Vendor's Proposed Alternative Language (If Applicable)  Cross-Reference to specific section of Vendor's Terms, If Any Provided As Part of the RFP Response
--	--	---

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NOTES/COMMENTS: <FOR STATE USE ONLY>		

6.2 Exception #2 – <Insert Title of Provision>

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Document Title (Reference Specific Contractual Document and Section in Which Exception is Taken)	Vendor's Explanation (Required for Any Rejection/Exception)	Vendor's Proposed Alternative Language (If Applicable)  Cross-Reference to specific section of Vendor's Terms, If Any Provided As Part of the RFP Response
NOTES/COMMENTS: <FOR STATE USE ONLY>		

## APPENDIX 1: DETAILED SPECIFICATIONS

See the attached Microsoft Excel file titled “01\_ Detailed\_Specifications.” Please review the following instructions:

- 1) The Vendor should self-score each requirement listed in the *Capability Assessment* column of *Tab 3 – Specification & Responses*, using only the values that appear in the drop-down list.
- 2) *Capability Assessment* values are outlined below:
  - “Will Meet”: Vendor agrees to specification.
  - “Will Not Meet”: Vendor declines to meet the specification.
- 3) All specifications should contain one of the values identified above. Any specification without a Capability Assessment response value will be considered as “Will Not Meet.”
- 4) In addition, the Vendor should provide the Attachment, Section, and Page Number(s) where its detailed narrative response for each specification resides, providing the Department with a crosswalk, ensuring that each specification is addressed. Be advised that the “Attachment” column has been pre-populated with the location that the Department anticipates the requirement response to reside; however, the Vendor may respond to a requirement in a different location. It is up to the Vendor to update the Attachment, Section, and Page Number(s) columns.
- 5) Please note that during implementation and in operations, the Department will have the right to review and approve the Vendor’s approach to meeting all specifications, including, but not limited to, the Vendor’s policies and procedures.
- 6) When included in a specification, the phrase “for applicable populations” is typically used to delineate between covered services provided for populations within the Vendor’s MCO services versus ASO services. For example, the Vendor would not be expected to assign a member who is only eligible for SNS to a primary care provider (PCP) or ensure the member receives primary care services.

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#### APPENDIX 2: STAFF QUALIFICATIONS, EXPERIENCE, AND RESPONSIBILITIES

The table below provides Vendor key project roles anticipated to be necessary for a successful implementation of the solution and ongoing operations. Minimum qualifications, experience, and primary responsibilities are provided for each key role. All key staff are to report to the MHP CEO. The responsibilities presented are high-level and not to be interpreted as all-inclusive. The Department will consider alternative arrangements, as long as the time staff are present and devoted is sufficient to meet the operational responsibilities, performance expectations, and system requirements of this RFP.

In addition, Section 1902(a) of the Social Security Act (42 U.S.C. 1396b[a]), as amended by Section 6503, provides that the State shall not provide any payments for items or services provided under the State Plan or under a waiver to any financial institution or entity located outside of the United States.

Additional information regarding this regulation can be found at:

[https://www.ssa.gov/OP\\_Home/ssact/title19/1902.htm](https://www.ssa.gov/OP_Home/ssact/title19/1902.htm).

**Table 13: Key Vendor Roles and Responsibilities**

Vendor Role	Qualifications	Responsibilities
Chief Executive Officer	<ul style="list-style-type: none"> <li>At least five years' experience serving as an executive manager for a managed care entity or other health insurance provider</li> <li>Bachelor's degree or higher</li> <li>Based in West Virginia</li> </ul>	<p>The Chief Executive Officer is expected to be a key staff position throughout the entire term of the contract. This position is responsible for managing overall operations and resources.</p> <ul style="list-style-type: none"> <li>Provides strategic and operational leadership and direction for the organization</li> <li>Directly and with collaboration of subordinates, manage the activities of the organization</li> <li>Direct public policy, advocacy, and legislative affairs for the members</li> <li>Maintain an effective relationship with the Board of Directors</li> <li>Authorizes the contract terms and ensures terms are met throughout the entire term of the contract.</li> <li>Authorizes subcontracts as it relates to the prime vendor contract and ensures that subcontractors are meeting the contract terms of the prime contract.</li> <li>Be actively involved in the management of the operations of the program and actively participate in meetings with the Agency.</li> </ul>
Contract Liaison/Medicaid Administrator	<ul style="list-style-type: none"> <li>At least five years' experience in Medicaid managed care contract</li> </ul>	<p>The Contract Liaison/Medicaid Administrator is expected to be a key staff position throughout the entire contract term. This position is responsible for</p>

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Vendor Role	Qualifications	Responsibilities
	<p>oversight</p> <ul style="list-style-type: none"> <li>Substantial experience in healthcare, experience working with low-income populations, and cultural sensitivity</li> <li>Bachelor's degree or higher</li> <li>Based in West Virginia</li> </ul>	<p>overall delivery of the project. This individual serves as a liaison with the Department during all phases of the contract. The Contract Liaison/Medicaid Administrator:</p> <ul style="list-style-type: none"> <li>Attends in person, upon Department request, meetings and hearings of legislative committees and interested governmental bodies, agencies, and officers</li> <li>Establishes and maintains a positive client relationship</li> <li>Provides timely and informed responses to operational and administrative inquiries that arise</li> <li>Makes contractual, operational, and financial decisions, including, but not limited to, claims payment, and provider relations/contracting</li> <li>Meets with Department staff or such other person(s) as designated by the Department on a regular basis to provide oral and written status reports and other information as required</li> <li>Able to respond to issues involving information systems and reporting, appeals, quality improvement, member services, service management, pharmacy management, medical management, care coordination, and issues related to the health, safety, and welfare of the member</li> <li>Ensures that each member has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the member, per 42 CFR § 438.208(b)(1)</li> </ul>
Chief Financial Officer	<ul style="list-style-type: none"> <li>At least five years' experience serving as a financial lead for a managed care entity or other health insurance provider</li> <li>Bachelor's degree or higher</li> <li>Based in West Virginia</li> </ul>	<p>The Chief Financial Officer is expected to be a key staff position throughout the entire contract term. This position is responsible for oversight of all financial activities of the project. The Chief Financial Officer:</p> <ul style="list-style-type: none"> <li>Is responsible for oversight of the Vendor's provider payment arrangements, including Alternative Payment Models (APMs)</li> <li>Signs data certification forms, including, at a minimum, all encounter data and financial data and reporting for payments to contracted providers</li> </ul>

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Vendor Role	Qualifications	Responsibilities
		<ul style="list-style-type: none"> <li>• Certifies payment information to be utilized for rate-setting purposes or any payment-related data required by the Department</li> </ul>
Medical Director	<ul style="list-style-type: none"> <li>• At least five years' experience in serving as Medical Director for a Medicaid program and five years' experience working in pediatric care</li> <li>• An active West Virginia Medical License</li> <li>• Availability to be on-site in West Virginia as requested by the Agency</li> </ul>	<p>The Medical Director is expected to be a key staff position throughout the entire contract term. This position is responsible for oversight of medical and care coordination activities of the project. The Medical Director:</p> <ul style="list-style-type: none"> <li>• Attends in person, upon Department request, meetings and hearings of legislative committees and interested governmental bodies, agencies, and officers</li> <li>• Responds to requests of the Department's Medical Director or Contract Administrator within three business days</li> <li>• Performs utilization management activities in collaboration with the Medical Management Director and Behavioral Health Medical Director</li> <li>• Oversees or participates in the Quality Assurance and Performance Improvement (QAPI) Committee</li> </ul>
Medical Management Director	<ul style="list-style-type: none"> <li>• At least five years' experience working as a utilization management manager or specialist for a Medicaid program</li> <li>• Registered Nurse (RN), Nurse Practitioner (NP), Physician's Assistant (PA), Licensed Professional Counselor (LPC), or Licensed Clinical Social Worker (LCSW) in West Virginia</li> </ul>	<p>The Medical Management Director is expected to be a key staff position throughout the entire contract term. This position is responsible for oversight of utilization management activities of the project. The Medical Management Director:</p> <ul style="list-style-type: none"> <li>• Is responsible for the operations of the utilization management program, including oversight and management of processing referrals and pre-authorization requirements, as well as familiarity with appeal procedures</li> <li>• Responds to requests of the Department's Medical Director or Contract Administrator within three business days</li> </ul>

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Vendor Role	Qualifications	Responsibilities
Care Management Director	<ul style="list-style-type: none"> <li>At least five years' experience working as a case manager or care coordinator for a Medicaid program</li> <li>At least one (1) year experience in administering a CSED waiver program</li> <li>RN, NP, PA, LPC, and/or LCSW in West Virginia</li> <li>Based in West Virginia</li> </ul>	<p>The Care Management Director is expected to be a key staff position throughout the entire contract term. This position is responsible for oversight of project care management activities. The Care Management Director:</p> <ul style="list-style-type: none"> <li>Oversees care management program operations, including, but not limited to, management and integration of care through the member's PCP, referral processes for Medically Necessary and SNS, provision of Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services, care management of children with serious emotional disorders, and health risk assessment completion</li> <li>Establishes and monitors care coordination staffing ratios and related activities</li> <li>Oversees the continuity and coordination of care of members within this program</li> </ul>
Behavioral Health Medical Director	<ul style="list-style-type: none"> <li>At least five years' experience in serving as Behavioral Health Lead or Expert for a Medicaid program and five years' experience working in behavioral health clinical care, including trauma and substance use</li> <li>Active West Virginia Medical License in a related behavioral health specialty</li> <li>Availability to be on-site in West Virginia as requested by the Agency</li> </ul>	<p>The Behavioral Health Medical Director is expected to be a key staff position throughout the entire contract term. This position is responsible for oversight of behavioral health clinical and quality activities of the project. The Behavioral Health Medical Director:</p> <ul style="list-style-type: none"> <li>Should be available for behavioral health service utilization review decisions and should be authorized and empowered to respond to behavioral health clinical issues, utilization review, and behavioral quality of care inquiries</li> <li>Attends in person, upon Agency request, meetings and hearings of legislative committees and interested governmental bodies, agencies, and officers</li> </ul>
Social Services Director	<ul style="list-style-type: none"> <li>At least three years' experience in supporting a child welfare program, interacting with local and state social services agencies, and strong understanding of behavioral health needs of vulnerable children, youth, and families requiring specialized care</li> <li>Master Level Social Worker</li> </ul>	<p>The Social Services Director is expected to be a key staff position throughout the entire contract term. This position will be an expert in Multidisciplinary Team (MDT) efforts, and will serve as the Child Protective Services (CPS) Coordinator. The Social Services Director:</p> <ul style="list-style-type: none"> <li>Performs oversight of activities relating to social services referrals, connections, and services</li> <li>Serves as the Vendor's subject matter expert (SME) related to MDTs and CPS</li> </ul>



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Vendor Role	Qualifications	Responsibilities
	<p>(MSW), LPC, or LCSW in West Virginia</p> <ul style="list-style-type: none"> <li>Based in West Virginia</li> </ul>	<ul style="list-style-type: none"> <li>Serves as a resource to caseworkers throughout the MDT process to facilitate appropriate and effective treatment options</li> <li>Oversees and collaborates with the SNS Liaison</li> <li>Ensures organizational awareness and connectivity to social services and CPS resources for the population</li> </ul>
SNS Liaison	<ul style="list-style-type: none"> <li>At least five years' experience working with SNS providers or an MSW, LPC, or LCSW in lieu of experience</li> <li>Based in West Virginia</li> </ul>	<p>The SNS Liaison is expected to be a key staff position throughout the entire contract term. This position is responsible for coordinating all SNS. The SNS Liaison:</p> <ul style="list-style-type: none"> <li>Monitors the utilization of SNS and ensures access to SNS</li> <li>Collaborates and interfaces with BSS and all SNS providers to facilitate member access to care and positive health and social outcomes to maintain safety, permanency, and well-being</li> <li>Supports the administration of retrospective reviews of SNS providers</li> </ul>
Quality Director	<ul style="list-style-type: none"> <li>At least five years' experience in overseeing a healthcare quality program, either with an MCO, an ASO, a state Medicaid agency, an external quality review organization, a hospital, Psychiatric Residential Treatment Facility (PRTF), or long-term care facility</li> <li>Bachelor's degree or higher and/or an RN</li> <li>Based in West Virginia</li> </ul>	<p>The Quality Director is expected to be a key staff position throughout the entire contract term. This position is responsible for oversight of the quality assurance program and related activities. The Quality Director:</p> <ul style="list-style-type: none"> <li>Develops, administers, and oversees the QAPI program</li> <li>Oversees and supports accreditation activities, such as NCQA</li> <li>Oversees or participates in the QAPI Committee</li> <li>Initiates and maintains quality improvement projects that focus on one or more quality indicators</li> <li>Develops an approach to monitoring provider performance, in collaboration with Network and Provider Relations Staff</li> <li>Engages in activities related to APMs as they relate to quality-of-care measures and performance indicators</li> </ul>

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Vendor Role	Qualifications	Responsibilities
Member Services Director	<ul style="list-style-type: none"> <li>At least five years' experience working with the public in an educational capacity on health insurance-related matters</li> <li>Experience working in or overseeing a call center</li> </ul>	<p>The Member Services Director is expected to be a key staff position throughout the entire contract term. This position is responsible for oversight of activities related to call center operations, grievances, and other member-related inquiries and matters. The Member Services Director:</p> <ul style="list-style-type: none"> <li>Oversees the Member Services Department to assist members in obtaining covered services</li> <li>Interfaces with members, CPS workers, foster care parents, and providers to handle questions and complaints</li> <li>Ensures that the member services phone line meets the minimum performance requirements</li> <li>Oversees the enrollment and onboarding activities of members</li> </ul>
Claims Payment Director	<ul style="list-style-type: none"> <li>At least five years' experience in a management capacity in claims processing and/or encounters with a health insurer</li> </ul>	<p>The Claims Payment Director is expected to be a key staff position throughout the entire contract term. This position is responsible for oversight of all physical and behavioral health claims payment and encounters-related activities. The Claims Payment Director:</p> <ul style="list-style-type: none"> <li>Ensures timely and accurate payment of provider claims for physical and behavioral health services, and in general monitors claims processing activities for these services</li> <li>Oversees the reprocessing of claims due to rate changes or claims resubmissions</li> <li>Oversees the submission and data integrity of encounter claims</li> </ul>
Network Development Director	<ul style="list-style-type: none"> <li>At least five years' experience serving as a network manager in a health insurance role</li> </ul>	<p>The Network Development Director is expected to be a key staff position throughout the entire contract term. This position is responsible for network development and contracting activities for physical and behavioral health services. The Network Development Director:</p> <ul style="list-style-type: none"> <li>Establishes and maintains the provider network in geographically accessible locations for the population</li> <li>Ensures sufficient provider contracts for physical and behavioral health services to maintain access to care in accordance with the Department's Medicaid managed care network standards</li> <li>Develops and submits written documentation of the adequacy of the MCO's provider network as</li> </ul>

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Vendor Role	Qualifications	Responsibilities
		<p>per contractual requirements</p> <ul style="list-style-type: none"> <li>Facilitates physical health and behavioral health provider contracting activities, including creative payment arrangements and APMs</li> <li>Oversees physical health and behavioral health provider contracting documents and addenda</li> <li>Supports the oversight of physical health and behavioral health provider credentialing activities</li> <li>Reports to the Department on access to care and network development needs for SNS providers</li> </ul>
Provider Relations Director	<ul style="list-style-type: none"> <li>At least five years' experience in serving as a provider relations manager or specialist in a health insurance role</li> <li>Based in West Virginia</li> </ul>	<p>The Provider Relations Director is expected to be a key staff position throughout the entire contract term. This position is responsible for interfacing with the provider community and supports ongoing provider relationships. The Provider Relations Director:</p> <ul style="list-style-type: none"> <li>Monitors and responds to provider inquiries, complaints, and communications</li> <li>Develops training for contracted providers and their staff in relation to the requirements of this contract and the special needs of the population</li> <li>Designs, develops, and implements an annual provider satisfaction survey</li> <li>Ensures the development, distribution, and maintenance of a provider manual</li> </ul>
Program Integrity Lead	<ul style="list-style-type: none"> <li>At least five years' experience working on Medicaid and/or commercial insurance fraud and/or integrity projects</li> <li>Based in West Virginia</li> </ul>	<p>The Program Integrity Lead is expected to be a key staff position throughout the entire contract term. This position is responsible for all compliance, program integrity, and fraud-related activities. The Program Integrity Lead:</p> <ul style="list-style-type: none"> <li>Creates internal controls, policies, and procedures to prevent and detect fraud and abuse</li> <li>Develops a formal Medicaid compliance plan with clear goals, assignments, measurements, and milestones</li> <li>Establishes and maintains a Special Investigations Unit (SIU) to investigate possible acts of fraud, waste, or abuse for all services provided under the contract</li> <li>Serves as the primary contact person for all Department Program Integrity and Medicaid</li> </ul>

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Vendor Role	Qualifications	Responsibilities
		<p>Fraud Control Unit (MFCU) record requests</p> <ul style="list-style-type: none"> <li>Monitors provider fraud for underutilization of services and member/provider fraud for overutilization of services</li> <li>Establishes written policies and procedures for maintaining the confidentiality of data to protect members from unauthorized disclosures</li> </ul>
Information Technology Director	<ul style="list-style-type: none"> <li>At least five years' experience working in Medicaid IT solutions, with an emphasis in data integrity</li> </ul>	<p>The Information Technology Director is expected to be a key staff position throughout the entire contract term. This position is responsible for all systems, data, and hardware activities. The Information Technology Director:</p> <ul style="list-style-type: none"> <li>Submits required reports, requests for information, documentation, ad hoc reports, data certification forms, or any other data required as requested by the Department within the time frames provided by the contract</li> <li>Maintains reasonable safeguards against the destruction, loss, or alteration of any data in the possession of the Vendor</li> <li>Manages systems configuration, testing, and implementation activities</li> <li>Maintains a health information system that collects, integrates, analyzes, and reports necessary data for reporting purposes</li> <li>Oversees all systems-related activities, including the Vendor's Electronic Medical Record (EMR), claims processing system, provider data system, etc.</li> </ul>
Community Engagement Director	<ul style="list-style-type: none"> <li>At least five years' experience in working with the general public to better understand the healthcare environment and insurance.</li> <li>Based in West Virginia</li> </ul>	<p>The Community Engagement Director is expected to be a key staff position throughout the entire contract term. This position is responsible for marketing, public relations, and community engagement activities. The Community Engagement Director:</p> <ul style="list-style-type: none"> <li>Develops and maintains Medicaid marketing policies and procedures in adherence to state and federal regulations</li> <li>Develops and submits all marketing materials to the Department</li> <li>Develops a written marketing plan</li> <li>Ensures prohibited marketing activities do not</li> </ul>

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Vendor Role	Qualifications	Responsibilities
		<p>occur, as stated in the contract</p> <ul style="list-style-type: none"> <li>Engages with the community and provides educational and informational materials at outreach events, in accordance with marketing activity guidelines</li> </ul>
Dental Director	<ul style="list-style-type: none"> <li>At least five years' experience in serving as a dental manager or director or provider serving a Medicaid population</li> <li>Active license to practice dentistry in West Virginia</li> </ul>	<p>The Dental Director is expected to be a key staff position throughout the entire contract term. This position is responsible for the oversight of the administration of dental services within the contract. The Dental Director:</p> <ul style="list-style-type: none"> <li>Performs oversight of the utilization of covered dental services under this contract</li> <li>Performs dental utilization review decisions and is authorized to respond to dental clinical issues, utilization review, and dental quality of care inquiries</li> </ul>
Medicaid Member Advocate	<ul style="list-style-type: none"> <li>At least five years' experience in healthcare, working with low income and foster care populations, and cultural sensitivity</li> <li>Based in West Virginia</li> </ul>	<p>The Medicaid Member Advocate is expected to be a key staff position throughout the entire contract term. This position is responsible for interacting with the population and ensures members are referred and connected to appropriate resources. The Medicaid Member Advocate:</p> <ul style="list-style-type: none"> <li>Collaborates with the Care Management Director, care coordinators, and the SNS Liaison</li> <li>Provides member support related to enrollment, access, and continuity of care issues</li> <li>Supports members throughout any grievances or appeals activities</li> <li>Assists members in obtaining materials in alternative formats, as applicable</li> <li>Supports and addresses needs of children and youth in foster care</li> <li>Interacts with members in a culturally sensitive manner</li> </ul>
CSED Director	<ul style="list-style-type: none"> <li>At least five years' experience working with children with serious emotional disorders</li> <li>Bachelor's degree or higher in a Human Services area</li> <li>Based in West Virginia</li> </ul>	<p>The CSED Director is expected to be a key staff position throughout the entire contract term. This position is responsible for oversight of the CSED Waiver portion of the MHP program. The CSED Director:</p> <ul style="list-style-type: none"> <li>Collaborates with the Care Management Director, Medicaid Member Advocate, care</li> </ul>

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Vendor Role	Qualifications	Responsibilities
		<p>coordinators, and the SNS Liaison</p> <ul style="list-style-type: none"><li>• Provides support when CSED issues arise</li><li>• Supports and addresses needs of children with serious emotional disorders</li><li>• Collaborates and interfaces with BSS and all CSED providers to facilitate member access to care and positive health and social outcomes to maintain safety, permanency, and well-being</li><li>• Interacts with members in a culturally sensitive manner</li></ul>

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**APPENDIX 3: SERVICE PROVIDER AGREEMENT**

The Service Provider Agreement (SPA) is provided in the attached Word document titled, *“Appendix 3 - Service Provider Agreement”*

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#### **APPENDIX 4: LIST OF REQUESTED DOCUMENTS**

The Vendor must provide supporting documentation—including, but not limited to, the list outlined below—upon notification of award. If multiple documents requested below are contained within a single policy, procedure, or manual, the Vendor may submit the whole policy or manual and indicate where each of the components is located within it. All contracts, procedures, and reports must comply with program requirements as outlined in the contract.

- a) Vendor and Subcontractor organizational charts
- b) Hiring plan
- c) COA from the Office of the Insurance Commissioner and a copy of all materials submitted to the West Virginia Insurance Commissioner
- d) Vendor Ownership and Control Disclosures
- e) Standard provider contracts and disclosure forms for PCPs and specialists (including dentists, behavioral health providers, and hospitals)
- f) A copy of the contract if any aspect of claims processing, such as data entry, is contracted out
- g) Fraud and Abuse Compliance plan
- h) Employee False Claims training
- i) Advance Directive policies and procedures, including procedures for informing members of their right to make advance directives, providing physicians and members with appropriate forms of guidance, and ensuring that advance directives are maintained in members' medical records
- j) Vendor/other benefit manager grievance and appeals policies and procedures
- k) Physical health and behavioral health provider recruitment plan
- l) Vendor/other benefit manager credentialing policies and procedures
- m) Sample explanation of benefits (EOB) forms
- n) Member/Provider Services Department toll-free contact phone numbers
- o) Phone call transfer protocols and decision trees
- p) Disenrollment policies
- q) Policy on prohibitions of inappropriate physician incentives
- r) Vendor policies on reimbursement for crisis stabilization services
- s) Medical Prior Authorization policies, procedures, and flowcharts
- t) Sample clinically appropriate treatment plan (care plan) that addresses the coordination of primary, specialty, ancillary, community, and social support and carved-out services for members identified as having special healthcare needs



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- u) Quality improvement plan that includes plans to evaluate how effectively the Vendor is delivering quality and accessible services that address the needs of members with special healthcare needs, and identifies areas of improvement for members with special healthcare needs
- v) Medicaid and commercial Healthcare Effectiveness Data and Information Set (HEDIS) reports from past two years
- w) Policies and procedures for authorizing SNS
- x) A copy of the Vendor's health risk assessment form or protocol, whether to be performed by the Vendor or a Subcontractor

The Vendor must provide additional supporting documentation—including, but not limited to, the list outlined below—at a time specified by the Department after notification of award. If multiple documents requested below are contained within a single policy, procedure, or manual, the Vendor may submit the whole policy or manual and indicate where each of the components is located within. All contracts, procedures, and reports must comply with program requirements as outlined in the contract.

- a) Vendor member handbooks
- b) Vendor website content
- c) Vendor marketing plan
- d) Vendor grievance and appeals flowchart that contains turnaround times and levels of authority for review
- e) Vendor grievance and appeals member procedures, including the contents and time frames from notice of action, resolution of grievances and appeals, and how to access continuation benefits
- f) Vendor procedures for handling provider complaints and appeals, including those related to credentialing, claims, authorizations, and other complaints and appeals
- g) Vendor grievance and appeals acknowledgement letters and resolution letters for members and providers
- h) Vendor adverse determination letters for members and providers, including, but not limited to, State Fair Hearing rights
- i) Provider Manual (medical, behavioral health, and SNS)
- j) Vendor Provider Directory
- k) A timeline with mailing dates for member materials
- l) A sample member identification (ID) card
- m) Procedures for assigning members in applicable populations to an initial PCP—including the Vendor's methodology containing member characteristics such as claims history and proximity, particularly for new members when auto-assigning to a PCP—and handling PCP assignment/change
- n) Sample Vendor letters notifying members in applicable populations of the PCP assignment

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- o) Single Vendor member ID card
- p) Schedule for provider training and webinars during implementation phase
- q) Process, schedule, and content for providing ongoing training to existing providers during implementation phase and regular operations
- r) Training curricula for West Virginia Vendor member services, provider enrollment and credentialing, utilization management, and clinical staff

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#### APPENDIX 5: DEFINITIONS

A glossary of acronyms and abbreviations used throughout the RFP, mandatory requirements, and detailed specifications is included below. For definitions of key terms for this contract, refer to Article II of *Appendix 3: Service Provider Agreement*.

The Department reserves the right to deviate from any of the definitions defined within the table below and/or this RFP.

**Table 14: Acronyms, Abbreviations, and Terms**

Acronym	Definition
<b>AAP</b>	American Academy of Pediatrics
<b>ACE</b>	Adverse Childhood Experience
<b>ADA</b>	Americans with Disabilities Act
<b>ADW</b>	Aged and Disabled Waiver
<b>APM</b>	Alternative Payment Model
<b>ASO</b>	Administrative Services Organization
<b>BA</b>	Benefit Administration
<b>BBH</b>	Bureau for Behavioral Health
<b>BCF</b>	Bureau for Children and Families
<b>BCSE</b>	Bureau for Child Support Enforcement
<b>BJS</b>	Bureau for Juvenile Services
<b>BMS</b>	Bureau for Medical Services
<b>BOR</b>	Board of Review
<b>BPH</b>	Bureau for Public Health
<b>BSS</b>	Bureau for Social Services
<b>CAP</b>	Corrective Action Plan
<b>CASA</b>	Court Appointed Special Advocate
<b>CCM</b>	Coordinated Care Management
<b>CDC</b>	Centers for Disease Control and Prevention
<b>CDCSP</b>	Children with Disabilities Community Service Program
<b>CFR</b>	Code of Federal Regulations

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Acronym	Definition
<b>CHIA</b>	Children's Health Insurance Agency
<b>CHIP</b>	Children's Health Insurance Program
<b>CIB</b>	WV State Police Criminal Investigation Bureau
<b>CM</b>	Care Management
<b>CMCR</b>	Children's Mobile Crisis Response
<b>CMS</b>	Centers for Medicare & Medicaid Services
<b>COA</b>	Certificate of Authority
<b>CON</b>	Certificate of Need
<b>CPS</b>	Child Protective Services
<b>CS</b>	Community/Stakeholder Engagement
<b>CSED</b>	Children with Serious Emotional Disorders
<b>CSHCN</b>	Children with Special Health Care Needs Program
<b>DBM</b>	Dental Benefit Management
<b>D&amp;B</b>	Dun & Bradstreet
<b>DHHR</b>	Department of Health and Human Resources
<b>DME</b>	Durable Medical Equipment
<b>DOA</b>	Department of Administration
<b>DOJ</b>	Department of Justice
<b>EDI</b>	Electronic Data Interchange
<b>EHR</b>	Electronic Health Record
<b>EMR</b>	Electronic Medical Record
<b>EOB</b>	Explanation of Benefits
<b>EPSDT</b>	Early and Periodic Screening, Diagnosis, and Treatment
<b>ER</b>	Emergency Room
<b>FACTS</b>	Families and Children Tracking System
<b>FBI</b>	Federal Bureau of Investigation
<b>FFPSA</b>	Family First Prevention Services Act

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Acronym	Definition
<b>FFS</b>	Fee-For-Service
<b>FISMA</b>	Federal Information Security Management Act
<b>FPL</b>	Federal Poverty Level
<b>FQHC</b>	Federally Qualified Health Centers
<b>FRN</b>	Family Resource Network
<b>FSP</b>	Family Service Plan
<b>FTI</b>	Federal Tax Information
<b>HB</b>	House Bill
<b>HCCRA</b>	Health Care Cost Review Authority
<b>HEDIS</b>	Healthcare Effectiveness Data and Information Set
<b>HIPAA</b>	Health Insurance Portability and Accountability Act of 1996
<b>ICD</b>	International Classification of Diseases
<b>ICF/IID</b>	Intermediate Care Facilities for Individuals with Intellectual Disabilities
<b>ICM</b>	Intensive Care Management
<b>ID</b>	Either Identification Number or Identification, depending on context
<b>IDDW</b>	Intellectual/Developmental Disabilities Waiver
<b>IFM</b>	Investigations and Fraud Management
<b>IMB</b>	Institution for Mental Disease
<b>ISP</b>	Individualized Service Plan
<b>IST-R</b>	Incompetent to Stand Trial – In Need of Restoration
<b>IST-NR</b>	Incompetent to Stand Trial – Unable To Be Restored
<b>IT</b>	Information Technology
<b>IV-D</b>	Title IV-D of the SSA: Child Support and Establishment of Paternity
<b>IV-E</b>	Title IV-E of the SSA: Federal Payments for Foster Care and Adoption Assistance
<b>LCSW</b>	Licensed Clinical Social Worker
<b>LPC</b>	Licensed Professional Counselor
<b>MAS</b>	Minimum Acceptable Score

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Acronym	Definition
<b>MES</b>	Medicaid Enterprise System
<b>MCO</b>	Managed Care Organization
<b>MDT</b>	Multidisciplinary Team
<b>MFCU</b>	Medicaid Fraud Control Unit
<b>MHP</b>	Mountain Health Promise
<b>MHT</b>	Mountain Health Trust
<b>MITA</b>	Medicaid Information Technology Architecture
<b>MMIS</b>	Medicaid Management Information System
<b>MODIFY</b>	Mentoring and Oversight for Developing Independence with Foster Youth
<b>MS</b>	Member Services
<b>NAICS</b>	North American Industry Classification System
<b>NCCI</b>	National Correct Coding Initiative
<b>NCQA</b>	National Committee for Quality Assurance
<b>ND</b>	Network Development
<b>NP</b>	Nurse Practitioner
<b>NGRMI</b>	Not Guilty by Reason of Mental Illness
<b>NEMT</b>	Non-Emergency Medical Transportation
<b>ODCP</b>	Office of Drug Control Policy
<b>OHFLAC</b>	Office of Health Facilities Licensure and Certification
<b>OHF</b>	Office of Health Facilities
<b>OIG</b>	Office of the Inspector General
<b>OMCFH</b>	Office of Maternal, Child and Family Health
<b>OMIS</b>	Office of Management Information Systems
<b>PA</b>	Prior Authorization
<b>PATH</b>	People's Access to Health
<b>PCP</b>	Primary Care Provider
<b>PDF</b>	Portable Document Format

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### Department of Health and Human Resources

Acronym	Definition
<b>PHI</b>	Protected Health Information
<b>PII</b>	Personally Identifiable Information
<b>PMPM</b>	Per Member Per Month
<b>PRTF</b>	Psychiatric Residential Treatment Facility
<b>PS</b>	Provider Services
<b>QAPI</b>	Quality Assurance and Performance Improvement
<b>QC</b>	Quality Control
<b>Q RTP</b>	Qualified Residential Treatment Program
<b>QU</b>	Quality
<b>RFP</b>	Request for Proposal
<b>RFTS</b>	Right from the Start
<b>RHC</b>	Rural Health Clinics
<b>RMHTF</b>	Residential Mental Health Treatment Facilities
<b>RN</b>	Registered Nurse
<b>SAMHSA</b>	Substance Abuse and Mental Health Services Administration
<b>SBHC</b>	School-Based Health Center
<b>SFY</b>	State Fiscal Year
<b>SIU</b>	Special Investigations Unit
<b>SME</b>	Subject Matter Expert
<b>SNS</b>	Socially Necessary Services
<b>SOC</b>	Service Organization Control
<b>SOW</b>	Scope of Work
<b>SPA</b>	Service Provider Agreement
<b>SSA</b>	Either Social Security Administration or Social Security Act, depending on context
<b>SUD</b>	Substance Use Disorder
<b>TBIW</b>	Traumatic Brain Injury Waiver
<b>TCM</b>	Targeted Case Management

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Acronym	Definition
<b>USC</b>	United States Code
<b>VECS</b>	Vendor Employee Confidentiality Statement
<b>VFC</b>	Vaccines for Children
<b>VGA</b>	Video Graphics Array
<b>WV</b>	West Virginia
<b>WV CARES</b>	West Virginia Clearance for Access: Registries and Employment Screening Program
<b>WVCHIA</b>	West Virginia Children's Health Insurance Agency
<b>WV CHIP</b>	West Virginia Children's Health Insurance Program
<b>WV HCA</b>	West Virginia Health Care Authority
<b>WVHIN</b>	West Virginia Health Information Network
<b>WVOT</b>	West Virginia Office of Technology



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**APPENDIX 6: MEMBER DATA WORKBOOK**

A Member Data Workbook is being provided, based on the time period of March 2019 to December 2021. A file entitled Foster Care Data Extract Information provides information on the fields pulled and redacted within the Member Data Workbook. This data is provided so that potential vendors may see historical membership and utilization in the program and to assist the vendor in developing service and cost proposals. The Member Data Workbook is provided as the following files:

- Foster Care Data Extract Information
- FC\_Redacted\_Elig\_201903\_202112-A.zip
- FC\_Redacted\_Elig\_201903\_202112-B.zip
- FC\_Redacted\_Medical\_201903\_202112.zip
- FC\_Redacted\_Pharmacy\_201903\_202112.zip

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**APPENDIX 7: SNS FOSTER CARE SPEND BY CATEGORY WORKBOOK**

The SNS Foster Care Spend by Category Workbook is being provided, based on the check paid dates during the time period of State Fiscal Year (SFY) 2021. This data provides payment amounts by population, service category, and payment type and represents services rendered that had a payment date within SFY 2021. This data is provided so that potential vendors may see historical membership and utilization patterns in the program and is meant to assist the vendor in developing service and cost proposals. Data summarizing SNS payments for foster care during SFY 2021 has been included for the Vendor's reference in the attached Microsoft Excel workbook titled, "***Appendix 7 - SNS Foster Care Spend by Category.***"

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**APPENDIX 8: SNS UTILIZATION MANAGEMENT GUIDE**

A list of SNS currently covered by the Department—including service definitions, scope, and limitations—has been provided for the Vendor's reference in the attached document titled, "***Appendix 8 - SNS UM Guide.***"