



**WV PUBLIC EMPLOYEES INSURANCE AGENCY**

# **REQUEST FOR PROPOSAL**

**ARFP PEI240000002  
Comprehensive Wellness Services**

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

## TABLE OF CONTENTS

### General Information

<b>Section 1:</b>	<b>General Information</b>
<b>Section 2:</b>	<b>Solicitation Instructions to Vendors</b>
<b>Section 3:</b>	<b>General Terms and Conditions</b>
<b>Section 4:</b>	<b>Agency &amp; Project Information</b>
<b>Section 5:</b>	<b>Mandatory Requirements</b>
<b>Section 6:</b>	<b>Technical Response Questions</b>
<b>Section 7:</b>	<b>Vendor Proposal</b>
<b>Section 8:</b>	<b>Evaluation and Award Information</b>
<b>Section 9:</b>	<b>Certification and Signature Page</b>

## ATTACHMENTS

- A. Mandatory Requirements Confirmation**
- B. Prospective Vendor's Checklist**
- C. Subcontractor Information Form**
- D. Business Associate Information Form & Appendix A**
- E. Data Management Addendum & Appendix A**
- F. Vendor Experience**
- G. Staff Resumes**
- H. Deviations Page**
- I. Recommendations on Federal Mandates on Wellness**
- J. Vendor State Registration Requirements**
- K. Pricing Summary Form**
- L. Addendum Acknowledgement Form**
- M. Addendum Detail Pages**

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

## SECTION 1: GENERAL INFORMATION

### 1.1 Purpose

The West Virginia Public Employees Insurance Agency (the PEIA or the Agency) is issuing this Request for Proposals (“RFP”) to seek bids from qualified Vendors to provide wellness services through a centralized solution that provides a comprehensive array of health and wellness activities that PEIA members may use to improve their quality of life. PEIA is seeking a vendor capable of designing, branding, and implementing a program that can measure outcomes including, but not limited to, participation and engagement, member satisfaction, health status, quality of life, cost effectiveness, and service quality.

This procurement is exempt from some requirements of the West Virginia Purchasing Division pursuant to W. Va. Code §5A-3-10b.

This Agency administers electronic protected health information (PHI). PEIA is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

### 1.2 Vendor Understanding

By signing and submitting its proposal, the Vendor agrees to be bound by all the terms contained in this Request for Proposal (RFP).

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

### 1.3 RFP Schedule of Events (All dates subject to change if necessary)

RFP Issued	8/11/2023
Pre-Bid Meeting (Virtual)	8/18/2023 10:00 am EST
Vendor Question Deadline for solicitation	8/25/2023 4:00 pm EST
Vendor Bids Due	9/29/2023 4:00 pm EST
Finalist Interviews (Oral presentation)	TBD
BAFO (optional)	TBD
Expected Award Date	11/15/2023
Final Vendor Documents Received	10 days following award date
Expected Contract Finalization	30 days following award date

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

## SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

### 2.1 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.

### 2.2 Mandatory Terms

The Solicitation contains 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.

### 2.3 Pre-bid Meeting

A NON-MANDATORY PRE-BID virtual meeting will be held at the time:

**08/18/2023, 10:00 am. EST**

PHONE DIAL-IN	1-530-641-3018, PIN 967 295 627#
GOOGLE MEETS LINK	<a href="https://meet.google.com/ify-zwqe-wby">https://meet.google.com/ify-zwqe-wby</a>
PEIA WEBSITE LINK	<a href="https://peia.wv.gov/Forms-Downloads/Pages/Requests-for-Proposals%2C-Quotations-and-Information-.aspx">https://peia.wv.gov/Forms-Downloads/Pages/Requests-for-Proposals%2C-Quotations-and-Information-.aspx</a>

Contact the buyer if you are unable to log in.

All Vendors submitting a bid are encouraged to attend the pre-bid meeting. Failure to attend the pre-bid meeting will not disqualify a vendor, but no questions will be answered outside of the pre-bid meeting or vendor questions deadline. Vendors shall participate in the pre-bid meeting via teleconference. No one person attending the pre-bid meeting may represent more than one Vendor.

Attendance will be kept on the pre-bid meeting call and shall serve as the official document verifying attendance. PEIA will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must provide his or her name and the name of the Vendor he or she is representing through the chat box. Additionally, the person attending the pre-bid meeting should include the Vendor’s E-Mail address, phone number, and Fax number in the comments of the call. It is the Vendor’s responsibility to provide the required information. Vendors who arrive after the starting time but prior to the end of the pre-bid meeting will be permitted to log on, but PEIA will not revisit topics that have already been covered for other vendors.

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

## 2.4 Vendor Question Deadline

Vendors may submit questions relating to this solicitation to the WV Public Employees Insurance Agency. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order 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 non binding.

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

Question Submission Deadline: **August 25, 2023, by 04:00 pm EST**

Submit Questions to:	<b>Jessica Virtz</b>
Physical Address:	<b>601 57<sup>th</sup> Street Se, Suite 2, Charleston, WV 25304</b>
Fax:	<b>1-877-233-4295</b>
Email:	<b>Jessica.L.Virtz@wv.gov</b>

## 2.5 Bid Submission

All bids must be signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. Acceptable delivery methods include hand delivery, delivery by courier, or email..

The e-mail address for electronic bid delivery is:

**Jessica.L.Virtz@wv.gov**

The hard copy bid delivery address is:

**WV Public Employees Insurance Agency  
BID SUBMISSION- Wellness RFP  
Attn: Jessica Virtz  
601 57<sup>th</sup> Street SE, Suite 2  
Charleston, WV 25304**

Proposing company must submit proposals as follows:

REQUIRED: One (1) searchable electronic copy of EACH proposal (Cost and Technical proposals must be prepared as separate documents and submitted as separate files)

REQUIRED: One (1) physical, bound copy of EACH proposal (Cost and Technical must be prepared as separate documents and submitted under separate cover)

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

Bids should contain the information listed below in the body of each email and on the face of each physical proposal. Bids submitted without this information may be rejected by the Agency.

Note: Items in italics are for informational purposes only as a means of assisting Vendor in marking their bid submissions.

SEALED BID:	<i>Service/Commodity</i>
SOLICITATION NO.:	<i>Document Number from Solicitation</i>
VENDOR INFORMATION:	<i>Vendor Name, Address, and Telephone Number</i>
CONTACT:	<i>Primary Vendor Contact Name</i>
SUBMISSION TYPE:	<i>Technical Proposal or Cost Proposal</i>

## 2.6 Addendum Acknowledgement

Changes or revisions to this Solicitation will be made by an official written addendum issued by the PEIA. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing Attachment L (Addendum Acknowledgement Form). **Failure to acknowledge addenda may result in bid disqualification.** The addendum acknowledgement should be submitted with the bid to expedite document processing.

## 2.7 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. The bid should be clear and concise; no more than 75 pages with a minimum 10 point font; all pages must be numbered sequentially; including a response to each listed mandatory term and condition; with any references to attachments or appendices clearly marked. **The question must be restated prior to all responses. Failure to restate the questions may be terms for disqualification.**

## 2.8 Pricing Models

Vendors will submit a fixed pricing model that shall include all products and services related to the program that are to be delivered or provided. PEIA is requesting competitive pricing models only for those policyholders who are engaged and actively participating in health and wellness programming. Such models place more responsibility on the vendor to achieve actual member engagement and to be a true partner with PEIA in working towards a healthier population. Including performance guarantees around engagement as well as outcomes are strongly encouraged.

Vendors may propose multiple pricing models for consideration but all pricing models submitted must be detailed and outline each and every product and services that are to be included in the program design, implementation, and delivery. PEIA shall not be responsible for any costs incurred in the preparation of responses to this solicitation.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

Additionally, vendors are encouraged to submit proposed pricing for the inclusion of spouses/dependents on Attachment K (Pricing Summary Page) under “Optional Vendor Fees”. This may or may not be included in the final contract. This will not be evaluated in the cost portion of the evaluation.

**PLEASE NOTE THAT ALL REFERENCES TO PRICING SHOULD ONLY BE IN THE SEPARATE COST PROPOSAL.**

### **2.9 Exceptions and Clarifications**

The Solicitation contains the project specifications, vendor requirements, and terms and conditions that shall form the basis of a contractual agreement. Exceptions, clarifications, or proposed modifications to any part of the RFP, including all attachments, must be noted on Attachment H (Deviations Page) and submitted with the bid.

**NOTE:** A vendor may not request an exception, clarification, or modification to circumvent a mandatory minimum requirement.

The PEIA is under no obligation to consider or negotiate any exceptions, clarifications, or proposed modifications. If PEIA rejects an exception, clarification, or proposed modification and Vendor cannot accept the original term or requirement as stated in the RFP and its attachments, Vendor may be disqualified

### **2.10 Communication Limitations**

Communication with the PEIA about this solicitation is limited to the Solicitation contact during the solicitation, bid, evaluation or award periods without prior approval by the Solicitation contact. This provision is not intended to restrict current contractors from communicating with PEIA staff regarding ongoing operational matters.

### **2.11 Vendor State 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. Vendors may find information at:

<http://www.state.wv.us/admin/purchase/VendorReg.html>.

### **2.12 Unit Price**

Unit prices shall prevail in cases of a discrepancy in the Vendor’s bid.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

### 2.13 Small, Women-owned, or Minority-owned Businesses

For any solicitations publicly advertised for bid, in accordance with W.Va. Code § 5A-3-37(a)(7) and W.Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W.Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority owned business must identify itself as such in writing, must submit that writing to the PEIA 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.

### 2.14 Waiver of Minor Irregularities

The PEIA Director reserves the right to waive minor irregularities in bids or specifications.

### 2.15 Non-Responsible Bid

The PEIA Director or designee reserves the right to reject the bid of any vendor as *non-responsible* when it is determined 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.

### 2.16 RFP/RFQ Withdrawal, Modification, and Cancellation

The PEIA may withdraw, cancel, or modify an RFP/RFQ at any time. Submission of proposals or receipt of proposals by the PEIA confer no rights upon the Vendor and do not obligate the PEIA in any manner. Further, the PEIA may accept or reject any bid in whole, or in part.

Proposals must be valid for 180 days following the close date of this RFP. This period may be extended by written mutual agreement between the Bidder and WV PEIA.

### 2.17 Interested Party Disclosure

West Virginia § 6D-1-2 requires that the vendor submit to PEIA a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million prior to finalization of the contract. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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. A copy of that form is available from the Agency Buyer designated in Section 2.4 above.



## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

### 2.18 Mandatory Responses / Attachments

Vendor is responsible for ensuring that any item listed in the specification as a Mandatory Responses or Mandatory Attachment is included with the initial bid submission. **Failure to include Mandatory Responses or Mandatory Attachments will result in bid disqualification.**

### 2.19 Additional Documentation Or Information After Bid Submission

In instances where these specifications require documentation or information not listed as a Mandatory Response or Mandatory Attachment, or PEIA needs additional information to clarify or verify a vendor response, PEIA reserves the right to request those items after bid opening and prior to contract award. When PEIA sends a request, the vendor will be provided a timeframe within to provide the requested information. **Failure to provide the information or documentation within the timeframe provided could result in disqualification.**

*Example: The Data Management Addendum is required before the contract is finalized, but is not a Mandatory Attachment. If the vendor does not provide a signed copy with their bid and PEIA determines that they are not otherwise disqualified, the vendor will receive a request for a signed Data Management Addendum within a certain number of days. Failure to do so will result in disqualification.*

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

## SECTION 3: GENERAL TERMS AND CONDITIONS

By submitting a bid for this procurement, the vendor agrees to the terms and conditions of this solicitation including, but not limited to, all vendor responsibilities, required submissions, and further agrees and understands that the terms and conditions of this solicitation shall constitute the material basis of the contract between the Agency and the vendor. This RFP 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.

Should the vendor, for any reason, take exception to a term or condition listed in this solicitation, it is their responsibility to:

- a. Cite the specific term or condition that they take exception to, and
- b. Provide a detailed written explanation of their stated exception, and
- c. Proffer a viable alternative to the cited term or condition.

PEIA reserves the right to reject exceptions requested by prospective vendors.

### 3.1 Contractual Agreement

Once a vendor has been notified that they are the apparent successful bidder, PEIA and the Vendor will compile a final contract document that incorporates the Request for Proposal, the Vendor’s Proposal, and any relevant required documentation. The contract is considered “executed” when both entities have signed the final contract document.

3.2 **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.

3.2.1 **“Agency”** means the Public Employees Insurance Agency (PEIA)

3.2.2 **“Award Document”** means the document completed in the State’s system which records the contract with the State and ensures it can be paid.

3.2.3 **“Bid” or “Proposal”** means the vendors submitted response to this solicitation

3.2.4 **“Business Associate”** means any person or entity as defined by 45 CFR 164.502(e), 164.504(e), 164.532(d) and (e) of HIPAA. The Vendor for this contract shall be considered a Business Associate of the Agency.

3.2.5 **“Business Associate Agreement”** means the State of West Virginia Executive Branch Business Associate Agreement which is incorporated by reference to the terms and conditions of this RFP and subsequent contract, if awarded. See Attachment D.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

- 3.2.6 “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.
- 3.2.7 “Data Management Addendum”** means the State of West Virginia Executive Branch Data Management Addendum which is incorporated by reference to the terms and conditions of this RFP and subsequent contract, if awarded. See Attachment E.
- 3.2.8 “Director”** means the Director of the West Virginia Public Employees Insurance Agency
- 3.2.9 “Exempt”** means the solicitation/purchase is exempt from the requirements of the West Virginia Dept. of Administration Purchasing Division as designated in W. Va. Code §5A-3-10b.
- 3.2.10 “HIPAA”** means the Health Insurance Portability Act of 1996, Pub. L. 104-191, including all applicable provisions of the Omnibus Security Rules of 2013.
- 3.2.11 “HITECH”** means the Health Information Technology for Economic and Clinical health Act of 2009 adopted as part of the American Recovery and Reinvestment Act (ARRA)
- 3.2.12 “HRA”** means health risk assessment or health risk appraisal. This is typically an instrument or questionnaire that assesses an individual’s health risk, status, and habits and provides personalized feedback.
- 3.2.13 “NIST”** means the National Institute of Standards and Technology” specifically as it relates to HIPAA compliance as outlined in NIST SP 800-53, Revision 5; NIST SP-800-66, Revision 2; and NIST SP 800-88.
- 3.2.14 “PMPM”** means Per Member Per Month.
- 3.1.15 “ROI”** means Return on Investment reflected as a ratio of dollars spent to dollars saved in healthcare expenditures.
- 3.2.16 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Public Employment Insurance Agency.
- 3.2.17 “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.
- 3.2.18 “VIPPS”** means verified internet pharmacy practice site.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

**3.2.19 “VOI”** means Value on Investment and is a broad measure of all benefits experienced by employees from the wellness program.

### **3.3 Contract Term; Renewal**

The term of this Contract shall be as follows:

#### **Term Contract**

This Contract is anticipated to be signed and fully executed by **December 15, 2023\***. Project launch is anticipated to be July 1, 2024\*and the contract will term June 30, 2027\*.. (\* Dates subject to change as necessary). It is IMPERATIVE the vendor review and submit signed documents in a timely manner.

#### **Renewal Term**

This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Automatic renewal of this Contract is prohibited.

### **3.4 Notice to Proceed**

Unless otherwise specified, the signed, fully executed contract will be considered notice to proceed.

### **3.5 Quantities**

The quantities required under this Contract are determined in accordance with the category(ies) identified as applicable to this Contract:

#### **Open End Contract**

Quantities listed in this Solicitation/Final Contract are approximations only, based on estimates supplied by PEIA. It is understood and agreed that the Contract shall cover actual quantities 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.

**REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY**

**3.6 Emergency Purchases**

The PEIA 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 PEIA Director, shall not constitute a 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.

**3.7 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. Vendors must also provide the Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, 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 or not that insurance requirement is listed in this section.

Vendor must maintain:

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

**Automobile Liability Insurance** in at least an amount of: \$ \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$ \$1,000,000 \_\_\_\_\_ per occurrence.

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

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

\_\_\_\_\_

\_\_\_\_\_

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

### 3.8 **Workers' Compensation Insurance**

The apparent successful 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.

### 3.9 **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.

### 3.10 **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.**

### 3.11 **Payment in Arrears**

Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.

### 3.12 **Payment Terms**

Required Fees must be billed, and will be paid, on a "Per Engaged Member Per Month" basis beginning after Project Launch. Implementation fees, software fees, and other "non-monthly" fees should be incorporated into the General Administration Fee or itemized separately in the Required Fees section of the Pricing Summary Page. Optional programs may have other payment models, but election of those programs is at PEIA's discretion and is not guaranteed.

Rewards to members for incentive programs will only be refunded to Vendor AFTER rewards have been distributed to members. Cost of rewards must not be included in the PMPM fee.

### 3.13 **Invoicing, Billing and Payment Methods**

WV PEIA requires to be invoiced on a monthly or quarterly basis for administrative and all costs for the prior month(s). The preferred method of payment by the State of West Virginia is electronic funds transfer or PCard. (The State of West Virginia's

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

### 3.14 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 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 the vendor's bid.** Requesting such fees or charges be paid after the contract has been awarded may result in **cancellation of the contract.** Other fees include but are not limited to **travel costs, penalties or interest.**

### 3.15 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.

### 3.16 Funding

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

### 3.17 Cancellation

The PEIA 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 PEIA 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.

### 3.18 Time

Time is of the essence with regard to all matters of time and performance in this Contract.

### 3.19 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

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

### **3.20 Compliance with Laws**

Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances, including all applicable provisions of the Privacy and Security Rules of HIPAA found in 45 CFR Part 160 and Part 164, Subparts A and E, and 45 CFR Part 160 and Subparts A and C of Part 164. 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.

### **3.21 Arbitration**

Any references made to arbitration contained in this Contract and Vendor's bid are null and void.

### **3.22 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.

### **3.23 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.

### **3.24 Subsequent Forms**

The terms and conditions contained in the signed executed contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency 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.



## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

### 3.25 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 and any other government agency or office that may be required to approve such assignments.

### 3.26 Warranty

The Vendor expressly warrants that the goods and 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.

### 3.27 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.

### 3.28 Privacy, Security, and Confidentiality

The Vendor shall be deemed a Business Associate of the Agency as defined by HIPAA and shall be subject to the terms and conditions of the State of West Virginia Executive Branch Business Associate Agreement and the State of West Virginia Data Use Agreement. The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information, protected health information either in identified or deidentified formats, 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>

All information used, sent, stored, transmitted or otherwise maintained by the Vendor shall be stored in a NIST compliant secure format and shall be encrypted at rest and in transit. The Vendor shall apply appropriate administrative, technical, and physical safeguards to protect the privacy of protected health information (PHI), in any form. See 45 CFR 164.530(c).

All personally identifiable information (PII) and protected health information (PHI) shared or given to the Vendor by the Agency shall remain the property of the Agency with no ownership rights expressed or conveyed.

PEIA reserves the right to conduct certain "vendor assurance audits" to ensure the Vendor's compliance with the applicable provisions of HIPAA, HITECH, and any other laws, rules, and regulations that relate to the privacy, security, confidentiality, and

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

integrity of the PII and PHI that may be created, used, managed, or transmitted under the Scope of Work of this Contract.

Within 90 days of the termination of the contract, the Vendor shall submit to Agency a HIPAA/NIST compliant Data Disposition plan that clearly defines and details how the PII/PHI used in this contract shall be rendered unreadable, unusable, or otherwise indecipherable in accordance with NIST SP 800-88.

The vendor agrees all member service call recordings and notes between the Vendor and PEIA members will be PEIA's property.

### **3.29 Your Submission Is A Public Document**

This RFP and any bid proposals, as well as any resulting contracts, including amendments, addenda, or attachments, is/are subject to public disclosure under the West Virginia Freedom of Information Act ("FOIA") [W. Va. Code Chapter 29B]. Bidders must agree and understand that their submissions may be subject to disclosure or release based on a FOIA request. Accordingly, if the Bidder considers any part of its bid proposal to contain "proprietary," "confidential," "private," or "trade secret" information exempt from disclosure under FOIA then the Bidder must provide a second, redacted copy of its bid proposal in conjunction with the original full bid proposal. **If no redacted copy of a Bid submission is received from the Bidder, the PEIA is compelled by law to release the unredacted bid submission to a FOIA requester.** For what may be viewed as exempt from disclosure under FOIA, please see W. Va. Code § 29B-1-4(a)(1) here: [West Virginia Code | §29B-1-4 \(wvlegislature.gov\)](#)

If a FOIA request is received, or the released redacted version is challenged by the requestor, the PEIA will notify the Bidder in writing via e-mail of the request and provide them a copy of the FOIA submission. Bidders shall assume all responsibilities for the defense in a Court of competent jurisdiction of the non-release of their Bid submission under the FOIA statutes. The PEIA assumes no liability for defending any release under FOIA nor can it assist in, act on behalf of, nor represent a Bidder in such a defense. For additional information on how a "trade secret" is defined under West Virginia law, see also, W. Va. Code § 47-22-1(d) here: [West Virginia Code | §47-22-1 \(wvlegislature.gov\)](#)

As the PEIA is an entity of West Virginia State government, this RFP and any bid proposals, as well as any resulting contract, are subject to audit, inspection, and review by entities within West Virginia State government including, but not limited to the West Virginia Department of Administration, the West Virginia Division of Purchasing, the West Virginia Attorney General's Office, and the West Virginia Legislature. The PEIA shall not be responsible for any subsequent release or disclosures made by State entities outside of the Agency.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

### 3.30 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.

### 3.31 Subcontractor Compliance

PEIA requires Vendors to notify us and provide us a list of all subcontractors who may be performing any part of the scope of work on a project. PEIA reserves the right to approve all current and future subcontractors for this project and require the apparent successful bidder to replace subcontractors to all provisions of the contract. No subcontractor may perform work under this contract without express written consent of PEIA.

Vendor must be able to assume responsibility for all contractual activities offered in this proposal, whether or not that bidder directly performs them. Responsibility includes, but is not necessarily limited to: quality of work/service/products delivered; on-time delivery; staff conduct/behavior; accuracy of reports and billing; and representing PEIA in a professional manner as a vendor and service provider to our members. The vendor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract

Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are bound by all terms, conditions, and caveats of this RFP and are required to comply with all applicable laws, regulations, and ordinances as described in section 3.19.

Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required 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 as described in section 3.29. Subcontractors must further agree to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

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 section 3.31.

In accordance with applicable provisions of 45 CFR § 164.512(e)(1)(i) and (f)(1)(ii), the Vendor is required to notify the Agency within five (5) business days if the it or any of its subcontractors are involved or engaged in any litigation which may result in the disclosure or re-disclosure of any Agency member PII/PHI in an identified or de-identified format. The State of West Virginia and the Agency reserve the right to defend against any such disclosures or re-disclosures.

### **3.32 Antitrust**

In submitting a bid to, signing a contract with, or accepting an 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 or unreasonable restraint 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.

### **3.33 Vendor Certifications**

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

### **3.34 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.

### **3.35 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.

### **3.36 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.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

### 3.37 Reports

Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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.

All reports should be delivered to the PEIA via email at [Cheryl.Jackson@wv.gov](mailto:Cheryl.Jackson@wv.gov).

**\*The vendor may need to provide additional reporting on incentives so that PEIA can meet IRS reporting requirements.**

### 3.38 Background Check

In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of PEIA or State of West Virginia or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the PEIA or State of West Virginia or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working in the State of West Virginia buildings to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

### 3.39 Communications-

From the time the RFP is released and until a successful Bidder is announced by WV PEIA, news releases pertaining to this document or the services, study, data, or project to which it relates, shall not be made without prior written WV PEIA approval, and then only in accordance with the explicit written instructions from WV PEIA. No results or presentations of the program, with or without mentioning WV PEIA are to be released without prior written approval of WV PEIA and then

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

only to persons designated.

All communications pieces to be used as part of the program shall require written approval of PEIA prior to their distribution. The cost of said communications pieces should be included in the vendor pricing submitted.

### **3.40 Final services and Programming**

Vendors must agree final services and programming options will be decided by PEIA in coordination with the winning vendor. The proposing company must begin implementation within thirty 30 calendar days of the awarding of the contract or an otherwise agreeable time frame.

### **3.41 Project Launch**

At the discretion of the PEIA Director, a one-time \$20,000 penalty may be assessed in the event that the program does not meet scheduled final testing or launch deadlines due to vendor fault.

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

## SECTION 4: AGENCY & PROJECT INFORMATION

### 4.1 Agency Background

PEIA is an agency of the State of West Virginia which administers benefits for approximately 75,000 active employees and COBRA participants. West Virginia Retiree Health Benefits Trust Fund administers benefits for 43,000 retired employees and surviving dependents on behalf of PEIA. There are 112,000 eligible dependents, resulting in approximately 230,500 members being covered by the PEIA health plan. Combined total annual premiums and capitations are approximately \$695 million for the fiscal year ending June 30, 2023.

A comprehensive fee-for-service health benefit plan, the Preferred Provider Benefit (PPB) plan, is offered to all eligible participants statewide (as well as members residing in other states) and is administered by a Third Party Administrator, TPA, (medical claims are administered by UMR) and a Pharmacy Benefit Manager, PBM, (pharmacy claims are administered by Express Scripts, ESI). PEIA also offers a managed care plan option statewide, and currently contracts with a managed care organization, The Health Plan

In the PEIA PPB Plans and the Prescription Drug Plan, participants are responsible for cost sharing in the form of an annual deductible, coinsurance, copayments, and an out-of-pocket maximum. There are separate annual medical and prescription deductibles and out-of-pocket amounts for Plans A, B and D. Plan C (approximately 690 members), has a combined medical and prescription drug deductible and out-of-pocket.

Participants in the PPB Plan may use any provider in West Virginia they choose; they are not required to use a select group of providers, nor must they go through primary care providers to gain access to specialists. By law, all providers in West Virginia who provide health care services or supplies to PEIA members must accept assignment of benefits, and cannot bill PEIA patients for any amount by which their charges exceed the maximum fees established by PEIA for each service.

PEIA employs a variety of techniques for the PPB plan that are characteristic of managed care programs:

- utilization review, consisting of prior approval for specific procedures and out-of-network care, precertification of hospital inpatient admissions and certain outpatient procedures, case management of high utilizer and high dollar cases, disease management for chronic conditions and care coordination through a predictive modeling program;
- a provider fee schedule employing the Resource-Based Relative Value Scale (RBRVS) which represents a discount from most providers' usual charges and which is enforced by statute prohibiting in-state providers from billing



## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

- PEIA insureds for charges other than applicable copays, coinsurance, deductibles, and non-covered services;
- a prescription drug plan that utilizes a nationwide network of participating pharmacies which have agreed to discount prices, and which submit claims electronically to a PBM (ESI);
  - a contracted network of hospitals and professional providers, both inside and outside the state, that perform organ transplant services for pre-negotiated rates;
  - a contracted network of hospitals and professional providers, nationally, for members who must obtain services outside West Virginia;
  - pre and post payment reviews by TPA , including but not limited to DRG validation, and the Claim Edit System (CES); The CES is published by OptumInsight which is part of Optum, Inc. The CES system is designed to analyze professional claims. The CES system will look at the data on each claim and check for errors, omissions, and questionable coding relationships.
  - a prospective payment system (PPS) for inpatient hospital reimbursement; and
  - an ambulatory payment classification system (APC) for outpatient hospital reimbursement.

Benefits, premiums, and cost sharing mechanisms are established by annual approval of the PEIA Finance Board and are based upon the plan actuary's projected financial results with given consideration to anticipated utilization and enrollment.

Open enrollment customarily is held each year, April 2 to May 15, for plan selection. The fiscal year for which the State of WV allocates funding is July 1 through June 30. Consequently, the PEIA benefit plan year operates from July 1 through June 30. The PEIA reserves the right to implement any changes affecting benefits and premium contribution within the plan design, as deemed appropriate, or as mandated by legislative action.

State, higher education, and some public-school employees participating in PEIA have the ability to pay medical and life premiums on a pretax basis through a premium conversion plan, which is an IRS approved Section 125 plan.

Employees and retirees may elect to participate in Mountaineer Flexible Benefits which offers coverage for vision, dental, and other optional benefits employees may choose. These benefits are funded wholly by participating employees and are administered by a separate third-party vendor, currently FBMC. Premiums for these optional benefits are paid on a pre-tax basis through a Section 125 Plan.

PEIA has a CCP program. The CCP Program is a Comprehensive Care Program designed to allow members to take more responsibility for their primary care and focuses on preventive care as opposed to reactive care. The members receive reduced or waived copayments for participation in this program.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

For more information regarding PEIA, potential Bidders may research our website at <https://peia.wv.gov>.

### 4.2 Agency Wellness History

Over the past three decades, West Virginia has been grappling with an epidemic of obesity and its related chronic conditions including: heart disease, diabetes, hypertension, sleep apnea, asthma, depression and musculoskeletal conditions. Although the Agency has employed varied and comprehensive efforts designed to engage the members with opportunities for health improvement, claims costs continue to escalate at an unsustainable pace.

In response, PEIA has diversified and intensified the interventions available to members who are motivated to change. Comprehensive programs have included: the PEIA Pathways to Wellness worksite program; the PEIA Weight Management Program; the PEIA Face to Face Diabetes Program; the Games for Health Project; the West Virginia Portions Campaign; a comprehensive tobacco cessation benefit; the Comprehensive Care Partnership (CCP); a web based health promotion platform and the use of financial incentives and penalties.

PEIA's first employment of a financial incentive was initiated in the year 2000, utilizing a tobacco premium differential. The tobacco user premium has since been raised three times to the current additional \$25 a month for an individual policy and additional \$50 a month for a family plan.

PEIA has also used multiple tools designed to increase awareness regarding modifiable risk factors including copay waivers, premium incentives and deductibles. Most notable among these efforts have been "Improve Your Score" (IYS) and "Healthy Tomorrows." Both utilized the following measures: total cholesterol, glucose, blood pressure and waist circumference. Healthy Tomorrows achieved over an 80% policyholder compliance rate during its second year, which required submission of measurements. The Agency entered the most challenging iteration of the plan during the 2017 plan year requiring policyholders to not only obtain their measures, but to also achieve required minimum measurements in the moderate risk category. Failure of the policyholders to achieve these scores resulted in an additional \$500 deductible.

Beginning in 1992, PEIA offered a worksite wellness program which began with four pilot sites and expanded into a state-wide program covering 1,000 worksites. Services were delivered through nine regional health promotion consultants who disseminated information and delivered hands-on services through arrangements with volunteer worksite based worksite coordinators. Information was also disseminated via a website, e-newsletters, flyers and PEIA publications. Although services were redesigned and updated over time, the offerings have included: health risk assessments; health screens at worksites; health coaching; classes on topical lifestyle subjects; information and referral services; fitness classes (Zumba, yoga, Pilates, boot camp, Tai

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

Chi, etc.) at worksites; nutrition education; cooking classes; musculoskeletal injury prevention programs addressing carpal tunnel syndrome, knee and back injuries; dissemination of Choosing Wisely information; farmers markets at work; and fitness assessments.

In 2014, PEIA commissioned a survey of PEIA members using a Likert scale to rate their preferences for health promotion offerings. With over 18,000 responses, the members chose a fitness benefit as their top priority, followed closely behind by access to affordable, healthy food.

In response to this member feedback, PEIA placed greater emphasis on the Work It Out fitness assessment program, increased the marketing of the PEIA Weight Management program, facilitated farmers' markets at worksites and promoted community supported agriculture in conjunction with local farmers.

It should be noted that after a brief offering of a web based wellness platform offered via HealthSmart/Cerner, PEIA ceased the service due to low participation. This is indicative of the lack of statewide broadband access; the tedious nature of the data input required and member experience which has shown that the initial novelty is not sustained.

Lastly, in 2017 PEIA issued an RFP for one or more wellness pilots and ultimately a large wellness platform and service. PEIA rolled out the new platform January 2018 on a voluntary basis for members to learn and earn in the spring prior to the formalized kickoff July 1 when minimal engagement would be required to avoid penalties and engagement would be rewarded with financial incentives up to \$300 per policyholder.

### 4.3 Scope of Project

PEIA is looking for a single comprehensive Wellness solution to be offered to approximately 73,000 active & non-Medicare retiree PPB Plan Policyholders. Spouses and dependents may be priced separately; PEIA may or may not choose to offer the program to spouses and dependents now or in the future. There are approximately 112,000 spouses and dependents in this population. Services offered should provide support designed to enable policyholders to engage in their health and make the necessary lifestyle changes which will result in measurably improved outcomes as indicated by changes in annual biometric measures, HRA changes and population health changes. The geographic area of the program is statewide, and some eligible members reside out of state.

PEIA will select a proposal for implementation that includes designing and branding a program that demonstrates outcomes including but not limited to: participation/engagement; satisfaction; health status, quality of life (VOI); cost effectiveness (ROI); and service quality.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

Vendor must be able to assume responsibility for all contractual activities offered in this proposal, whether or not that bidder directly performs them. Responsibility includes, but is not necessarily limited to: quality of work/service/products delivered; on-time delivery; staff conduct/behavior; accuracy of reports and billing; and representing PEIA in a professional manner as a vendor and service provider to our members. The vendor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract.

Given the rural nature of our state, demographics, and behavioral risk factors, we are encouraging bidders to propose interventions designed to maximize member engagement. We are seeking an innovative partner who will have a combination of offerings and products to motivate our members to participate and that will have clearly demonstrated outcomes.

Vendors should be able to demonstrate an integrated approach from a health risk assessment (HRA) to individualized programming to evaluation with varied opportunities for engaging PEIA policyholders, such as:

- Technology-based wellness tools
  - Mobile apps
  - Web-based tools
  - Integrated technologies
- Gym memberships/discounts
- Customizable HRA
- Recognition program/structure
- Biometric screenings
- Gamification
- Social challenges
- Mental health solutions
- Fitness assessments and classes
- Nutrition education – dietary choices
- Healthy food discounts
- Individual and/or group health coaching
- Chronic condition management- reactive and proactive for obesity, diabetes and other conditions as appropriate
- Online and face-to-face health education classes
- Rewards-based incentive system and management\*
- Creation and utilization of wellness champions network
- Incorporation of MSK solution
- Stress management services including meditation, yoga and Tai Chi
- Worksite based farmer's markets

The selected vendor will be required to be knowledgeable, conversant and able to communicate with members about PEIA's disease management programs for appropriate referrals. Current PEIA programs include:

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

- The PEIA Weight Management Program, which provides members who have a Body Mass Index of 25 or greater; or if a woman, a waist circumference of 35 inches or more; for a man, 40 inches or more; with the services of dietitians and exercise professionals at approved fitness facilities across the state. This program can provide services for up to two continuous years, or a second attempt if the participant failed to complete the program on their first attempt.
- The Face to Face Diabetes Program, which provides eligible members diagnosed with diabetes coverage for scheduled visits with specially trained pharmacists and waived copayments for preferred or generic diabetes medications. Similar to the PEIA Weight Management Program, participation is capped at two years and provides for a second attempt, if the two years has not been completed.
- The current online weight management vendor is Wondr. This program is currently a once-per-lifetime online program that lasts one year. The program is delivered online to a smartphone or computer
- PEIA's comprehensive tobacco cessation benefit, providing coverage for nicotine withdrawal therapy, Zyban, Chantix and physician visits. In accordance with the Affordable Care Act, there is no out of pocket expense associated with these services.

**It shall be the responsibility of the vendor to prepare, in a clear and concise manner, a compelling submission that fulfills the intent and scope of this solicitation.**

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

## SECTION 5: MANDATORY REQUIREMENTS

The following mandatory requirements must be met by the Vendor as a part of its submitted proposal. Vendors should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Failure to 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. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of PEIA. The vendor must include an affirmation in their response that they agree to and will comply with the mandatory requirements listed below on Attachment A (Mandatory Requirements Confirmation).

### 5.1 Minimum Project Requirements

- 5.1.1 Vendor project plan must include an implementation timeline.
- 5.1.2 Vendor will work with PEIA to design, brand, and implement a centralized wellness solution for approximately 73,000 policyholders both statewide and nationally.
- 5.1.3 Vendor will provide a sophisticated web-based and mobile device application platform (compatible with both Android and Apple devices) which syncs in real time. The solution shall allow vendor, agency, and member interface and functionality for the management of the wellness solution.
- 5.1.4 Wellness solution must enable policyholders to engage in a variety of health and wellness activities. The solution must permit flexibility for PEIA to determine what is considered “engagement”.
- 5.1.5 Vendor must provide a staffed customer service team managing the phone line that is available for a minimum of 12 hours within the 6:30 am - 9 pm EST time frame six days per week. The phone line may have an interactive voice response system, but members should always have an option to speak with a live representative with the appropriate knowledge of WV PEIA’s plans and benefits. This team must be dedicated to PEIA.
  - It is required that these staff are located within the continental United States
  - Vendor must document all member service calls through call recording and call notes. Vendor will forward call recordings and written transcripts at WV PEIA’s request within two business days of the request being made.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

- 5.1.6** Vendor will provide a dedicated account services team that includes the account manager and other members of the account management team.

Vendors must agree to notify PEIA in writing immediately of any anticipated changes in personnel assigned under the terms of this engagement.

- 5.1.7** Vendor must work closely with, and under the direction of, the PEIA Wellness Program Manager or their designees.

- 5.1.8** Vendor staff must coordinate and lead a minimum of 1 call weekly throughout program implementation and 1 call monthly throughout ongoing program management with PEIA staff. These regular calls will also review member service/issues.

- 5.1.9** Vendor bid must include sample wellness materials written on a sixth grade level.

- 5.1.10** Vendor must provide PEIA access to their demo web-/app-based interactive system during the RFP review process. The access information must be provided for up to 7 users with all details for access to be included with the bid submission. Users should be able to simulate member experience.

- 5.1.11** Vendor must agree to send monthly and quarterly reports electronically, as well as be present at mid-year and annual meetings with WV PEIA to discuss implementation progress, plan performance, engagement, resource utilization, member satisfaction and issues, and present financial results, ROI, VOI, etc. . Monthly reporting shall be received no later than 10 business days into the following month and quarterly reporting no later than 30 business days into the following quarter. Annual reports must be received no later than 45 days after the end of the fiscal year.

Vendor must supply up to six (6) ad hoc reports per year to explore specific issues and provide information at the request of PEIA.

- 5.1.12** Vendor must have a minimum Return On Investment (ROI) of 1:1.5. The methodology to determine ROI must be clear and well defined.

- 5.1.13** The proposed program must be able to measure and quantify value on investment (VOI). The methodology to determine VOI must be clear and well defined.

- 5.1.14** Vendor must agree that all data collected, created, shared, or generated under the scope of work of this contract will be kept secured, encrypted, and segregated in a manner so that, if needed and/or upon termination of the contract it can be rendered unreadable, unusable or indecipherable or otherwise

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

destroyed in accordance with applicable provisions of the HIPAA Security Rules. The referenced data is the sole property of the West Virginia Public Employees Insurance Agency (PEIA) and may not be used for any other projects, contracts, or purposes without the express written consent of PEIA. Any severance or change in status of a subcontractor, employee, collaborator, student, or agent, whether voluntary or involuntary, shall immediately terminate their rights to access, use, or otherwise have direct or indirect permissions with regard to said data.

The vendor must utilize systems/software that support a secure data management structure that is compliant with any and/or all State and/or federal security and privacy laws, rules, regulations, and/or standards.

- 5.1.15** The vendor must provide the website, phone app, customer service telephone number, HRA, and programs as available for testing in a timely manner prior to program launch.

### **5.2 Minimum Vendor Requirements**

- 5.2.1** Vendor shall provide information and documentation in **Attachment G (Staff Resumes)** regarding the firm's staff qualifications and experience in providing wellness programming and healthcare claim auditing services.

Proposal staffing must include at least one (1) account manager with at least 2 years' experience that will be available to address PEIA's needs and member issues on a daily basis. This account manager should have successfully led at least one other major account through implementation and project management. This individual shall be present on this account for both implementation and ongoing management.

Information and documentation shall include, but is not limited to:

- Copies of any staff certifications or degrees to demonstrate the qualifications of leadership, project management, wellness coaching, mental health, counseling and behavior change,
- Proposed staffing plans for a typical health plan wellness program,
- Descriptions of past projects completed (descriptions shall include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.),
- Any other information that the vendor deems relevant to the items identified as desirable or mandatory below.



## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

- 5.2.2** Vendor shall provide at least 3 active client references and 3 terminated client references in **Attachment F - Vendor Experience**
- 5.2.3** Vendor shall provide the following **Financials and Ratings** information
- Certificate of insurance
  - Financial statements
  - Accreditations, if any
  - Financial ratings, if any
- 5.2.4** Vendor will provide a list of any current subcontractors, collaborators, and other third parties that will perform duties under this contract, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. This information will be provided with the bid proposal in Attachment E (Subcontractor Information Form).
- 5.2.5** Vendor must demonstrate a minimum of four (4) years of experience in the worksite wellness industry as evidenced by contracts in place for at least five years, at least 2 years of which include providing wellness solutions for a large (50,000+) public sector client.
- 5.2.6** Vendor shall provide information and demonstrate that they have experience providing wellness services to customers who live in rural areas. Vendor may demonstrate this experience by listing clients as a reference or providing examples of how clients in areas of low connectivity are engaged with their solution.
- 5.2.7** Vendor must be, and must remain, compliant with all federal regulations impacting wellness programming.
- 5.2.8** Vendor must be able to provide timely reporting for any cash or cash equivalent incentives for employers to be able to report payroll withholding sufficient to comply with all IRS laws, regulations, and guidelines.
- 5.2.9** Vendor must agree to immediately (no more than one (1) business day) report any event or incident that may result in any real or perceived harm to any member, provider, or the agency.
- 5.2.10** The vendor shall agree in accordance with applicable provisions of 45 CFR § 164.512(e)(1)(i) and (f)(1)(ii), the vendor, or any subcontractor of the vendor, is required to notify PEIA within five (5) business days if it is involved or engaged in any litigation which can or may result in the disclosure or re-disclosure of any PEIA member PII/PHI in an identified or de-identified format. The State of West Virginia and PEIA reserve the right to defend against any such disclosures or re-disclosures.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

**5.2.11** The vendor shall demonstrate the ability to coordinate and integrate with PEIA’s wellness programs and other benefit services outside of the Vendor-offered wellness solution.

### **5.3 Minimum Performance Guarantees**

Vendor must agree to minimum performance guarantees based on the priorities of the PEIA Wellness Project: high levels of engagement by members, high member satisfaction, and making a difference in West Virginia population health.

At the end of each quarter and annually the vendor shall complete a mutually agreed upon performance guarantee report. Quarterly reports are due within 15 business days of the end of quarter. Annual reports are due within 45 days of the end of the year. Contractor will identify fees at risk for calculations and place a calculated amount for any performance guarantee not met in the reporting period on the report submitted

#### **5.3.1 Engagement Performance Guarantee**

**Objective:** PEIA-defined engagement shall be a minimum percentage of eligible membership as described below in target.

**Frequency:** Quarterly

**Target:** Q1= 25%; Q2 = 30%; Q3= 40%; Q4= 50% during year 1. After year 1 the target shall remain 50% for each quarter.

**Assessment:** Within the first 15 days after the end of quarter the vendor will report on engagement. Additionally, if assessment indicates the vendor did not reach a goal a strategy to increase engagement must be presented.

**Minimum Fees at Risk:** 2% of the Quarterly PMPM

#### **5.3.2 Account Management Performance Guarantee**

**Objective:** All account issues, member issues, written, and phone correspondence will be responded to within 1 business day.

**Frequency:** Quarterly

**Target :** 98%

**Assessment:** Mutually agreed upon validation and reporting provided by the

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

vendor. Additionally, if assessment indicates the vendor is not reaching a goal a strategy to improve responsiveness must be presented.

**Minimum Fees at Risk:** 2% of the Quarterly PMPM

### 5.3.3 Health Risk Improvement (Population Health) Performance Guarantee

**Objective:** Vendor will be able to show a demonstrated improvement of health risks in the engaged population who started with 2 or more risk factors.

**Frequency:** Annually

**Target:** 5% Improvement in Risk

**Assessment:** Year over year HRA mutually agreed upon Health Risk Factors. Done annually after the new HRA completed and compared with the previous year's beginning HRA.

**Minimum Fees at Risk:** 2% of the Annual PMPM

### 5.3.4 Satisfaction Surveys Performance Guarantee

**Objective:** Vendor will have high levels of member satisfaction.

**Frequency:** Annually

**Target :** 90% or higher of members rate as satisfied or better.

**Assessment:** Mutually agreed upon satisfaction survey decided during implementation which, when the results are averaged the outcome is equal to a score of satisfied or higher. Survey must include questions on platform satisfaction, customer service satisfaction, and incentive management.

**Minimum Fees at Risk:** 2% of the Annual PMPM

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

## SECTION 6: TECHNICAL RESPONSE QUESTIONNAIRE

In addition to verifying that they meet the mandatory minimum requirements, Vendor must provide responses to the following questions. Responses should be thorough and include any requested reports or samples.

The following questions shall be addressed in the bidder's proposal. The format for the written response shall include the vendor restating the question in their response and list their response thereafter. **DO NOT SIMPLY LIST NUMBERED RESPONSES!**

### 6.1 Organizational Stability and Experience

#### 6.1.1 Company History & Information

- a. Provide a brief description of the company history
- b. Describe the length of time the company has been providing comprehensive wellness programs
- c. How does your company distinguish itself from other wellness providers?
- d. Provide national awards or other accreditations received by the company for wellness services
- e. Provide the latest annual report, financial statement, SSAE 16 or SAS 70 type II, and other financial reports that indicate the financial position of your organization.
- f. Provide your Current Ratio and Debt To Equity Ratio from the documents in 5.2.3
- g. Is your company a subsidiary to a parent or holding company? If yes, answer the following:
  1. Identify your parent or holding company and indicate whether you are a wholly-owned subsidiary.
  2. How long have you been a subsidiary?
  3. Has your company been involved with any mergers?
- h. Who is on the advisory board?
- i. Number of any outstanding legal actions pending against your organization.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

1. Can you assure WV PEIA that these actions will not disrupt business operations?

### 6.1.2 Client information

- a. What is your targeted size of client?
- b. Total Number of Organizations you are currently providing wellness platform (CY 2022)
- c. Total Number of State Health Plan Accounts (CY 2022 & CY 2021)
- d. Total Number of Covered Eligible Lives (CY 2022 & CY 2021)
- e. Percentage of Covered Eligible Lives from top 10 clients (CY 2022 & CY 2021)
- f. Total number of enrolled (participating) lives (CY 2022 & CY 2021)
- g. Total Number of Accounts with 50,000+ lives covered (CY 2022 & CY 2021)
- h. Number of large accounts (50,000+ lives) terminated in past 12 months
  1. What are the reasons for termination?
- i. What is your client retention rate for large accounts (50,000+ lives)?

### 6.1.3 Staffing:

- a. What is your current number of full time and part time staff?
- b. How many staff would you predict would be needed to handle this project?
- c. Where will these staff members be located?
- d. How many staff do you utilize as contracted employees?
- e. What percent is located within the US?
- f. Do you have a Chief Medical Officer on your staff?

### 6.1.4 Account Management

- a. Describe your account management team and structure.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

- b. Provide the total number of years of health plan wellness experience for the account management team.
- c. Is the implementation manager solely dedicated to this account?
- d. Can a member of the account management team attend in person PEIA open enrollment meetings and other meetings upon request?

### 6.1.5 Privacy & Security

- a. Describe security requirements, systems and protocols in place to protect confidential patient records.
- b. Please describe your data privacy standards.
- c. Is the platform VIPPS certified, and if so, by whom?
- d. Describe any data privacy and security certifications that your company has earned.
- e. Does the platform utilize multi-factor authentication processes?
- f. How often are application penetration tests performed by a third-party assessor or internally?
- g. Describe a security incident response plan.

## 6.2 Approach & Methodology

### 6.2.1 General

- a. Describe your philosophical approach to worksite health promotion and long-term wellness. Include details on how to best enable and motivate employees to take ownership of their health.
- b. How does your company stay abreast of, and implement, best practices in the wellness space?
- c. How does your platform build a desire in members to be healthier? Does it track healthy habits?
- d. Describe your ability to act as a centralized hub for all things wellness for PEIA.

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

1. Can your organization bid, evaluate, obtain, and manage other third party vendor subcontracts in the event that such a subcontractor would be desired by PEIA to offer a wellness service?
- e. How does your platform and service assist members with identifying wellness and disease management related plan benefits?
- f. Is your solution able to address gaps in care? If so, please provide details.
- g. How is the solution customizable and flexible to the needs of PEIA and its membership?
- h. What resources will be provided to the members for the wellness program?
- i. How do you track and report intervention activity to the client and participant?

### 6.2.2 Engagement

While most vendors have their own method for defining engagement, PEIA will work with the winning vendor to determine a mutually agreed upon criteria to qualify member engagement for purposes of reporting and billing. At the very least vendors should understand that PEIA will expect the members to ACTIVELY participate in the platform by completing tasks, completing an HRA, participating in coaching calls or lessons, earning points, or other agreed upon activities at a minimum of four (4) times per month to qualify as engaged. Members will not be considered engaged for merely opening the platform, signing up for access, enrolling in coaching, or opening proactive emails or text messages.

- a. How do you define enrollment and engagement?
- b. What is the number of times the average participant engages per day, per week or per month?
- c. How do members register for the program and what is done to enhance engagement?
- d. Confirm PEIA can customize engagement measures.
- e. How do you motivate members to remain engaged long term?
- f. How does your platform build a desire in members to be healthier?

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

- g. Does your platform track healthy habits?
- h. Does the vendor categorize the percentage of population engagement by level?
  - 1. If so, what are the levels and what percent of your population is engaged at each level typically?
- i. Please share actual engagement and outcomes data results from a large public sector client

### 6.2.3 Services

#### a. Biometric Screening

- 1. Describe how the vendor collects biometric screening data for members.
- 2. Do you recommend on-site screenings or member uploading?
- 3. How is biometric information used to individualize programming?
- 4. What biometric screening measures do you collect?

#### b. Stratification

- 1. Do you stratify populations based on risk for interventions?
- 2. What methodology do you use?

#### c. Activities & Incentives

- 1. What activities are tracked for incentives?
- 2. How are these activities tracked? Do you offer both manual entry as well as syncing devices? Which devices sync with your platform?
- 3. How is your incentive program configured to drive engagement?
- 4. How much can the client customize incentives? Please describe what opportunities there are for customization.
- 5. Explain how you handle any tax implications for the client or participant resulting from incentives. For example, do you offer and manage an FSA or premium discounts approach for incentives.



## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

6. Can you provide data files of incentive payments for payroll withholding in a mutually agreed format for multiple entities?
7. What are your recommendations for amounts or levels of incentives for employees to earn?

### **d. Mental Health**

1. Please provide a brief background on your Mental Health component. How long has your organization been providing services in this area? Are the services subcontracted? What is done to reduce the stigma of seeking mental health services while also ensuring confidentiality ?
2. Please describe your offerings for the following categories. In particular, indicate which categories have self-guided solutions and which categories have provider based solutions:

- a. Depression
- b. PTSD
- c. Trauma
- d. Anxiety
- e. Substance abuse disorder and recovery
- f. Schizophrenia
- g. Resiliency and coping skills
- h. Stress Management
- i. Burnout
- j. Work-life balance
- k. Neurodivergent conditions

3. Are your programs clinically validated?
  - a. Does your program track using scales for measuring depression (like the PHQ-9) and generalized anxiety (like the GAD-7).
4. Have you offered these programs to a similar agency and was there clear evidence of symptom reduction? Please describe outcomes.
5. What are the credentials of the providers?
6. What is the length of the solutions- are they short term or long term?

### **e. Health Risk Assessment (HRA)**

1. Do you integrate a Health Risk Assessment (HRA)with your platform?
2. Is the HRA proprietary?

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

3. Is the HRA customizable?
4. Is the HRA NCQA certified?
5. Does the HRA ask about issues related to social determinants of health?
6. Can it be either mandatory or optional depending on what PEIA may choose?

### **f. Health accessibility and equity**

1. What options or alternative methods do you have for “unconnected” PEIA members who may lack smart devices or internet connectivity?
2. Describe how your proposed solution takes into account the challenges faced by individuals living in Appalachia, including lack of access to healthy foods and exercise opportunities as well as disparities and inequities in health care access

### **6.2.4 Implementation**

- a. Describe how the implementation is handled and what you expect from the agency during the process.
- b. How long does implementation for your services and platform typically take?
- c. Vendor agrees to provide WV PEIA with login to access the member website prior to the go-live date.
- d. Describe the experience your implementation team has with implementing a client with 50,000+ lives.
- e. Does your program provide any tools for PEIA to utilize during implementation? What training is provided to key PEIA staff?
- f. Please provide a sample implementation timeline document for a July 1 kickoff.
- g. Confirm the implementation team will be announced to PEIA within 10 business days of contract award.

### **6.2.5 Technology**

- a. Does your company have an in-house software development team?

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

- b. How does your company manage scalability and ability to meet growing client needs?
- c. Please describe the ability of your platform/program to integrate third party devices, programs and partners. Are you able to integrate new partnerships that are not already integrated?
- d. Does your platform use AI or other technology to target members' needs and desires? Do you utilize data to engage member proactively?
- e. Confirm your team can utilize PEIA standard eligibility and reporting file formats?
- f. How often are you able to update eligibility via file transfer?
- g. Describe expected technology advances or developments planned for next 3 years.
- h. Does the web platform and phone app have the same content and functionality and sync real time?
- i. Does the platform offer single sign on capability?

### 6.2.6 Customer Service

- a. What are the days and hours of operation that the customer service team assigned to PEIA will be available? Where is the customer service team located?
- b. Is Customer Service provided in-house or is it a subcontracted service?
- c. What percent of calls were abandoned in CY 2022?
- d. What percent of calls were handled by live representatives in CY 2022?
- e. What is the average number of seconds to reach a live customer service representative in CY 2022?
- f. How is customer service staffing handled during peak times, such as open enrollment and at year end? Does staffing have the ability to grow?
- g. Describe the training customer service agents are provided.
- h. How are customer service agents evaluated?

## REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

- i. How do you track member complaints? List the top 5 member complaints related to wellness platform and/or customer service. What process/remedies have been put into place to resolve these complaints?

### 6.2.7 Reporting

- a. Describe and provide a sample of the reporting made available to members.
  - 1. Do members receive a report after the HRA?
- b. Describe the reporting available to the PEIA management team.
  - 1. Provide sample reports including, but not limited to, condition management and engagement in. Include a sample monthly report from an actual client.
  - 2. Are these reports self-service or provided by the vendor?
  - 3. How do these reports reliably demonstrate the health status of the population?
  - 4. Do you provide reporting supporting both ROI and VOI and if so, how often?
  - 5. PEIA has members from more than 1,000 agencies as well as employee type (active vs. retiree). Can reporting be drilled down to an agency level? Does PEIA have the ability to customize how they would like reports to be drilled down or grouped?
- c. Describe any management portal or dashboard provided to PEIA to access data and/or reports
  - 1. Is it real time data/analytics or is there a delay?
  - 2. How many users may be granted access?
  - 3. Does the vendor offer training on the tools available?
  - 4. Please describe the standard executable reports offered, if any.
  - 5. Can PEIA staff prepare ad hoc / customized reports from within the management portal or dashboard?

## **REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY**

### **6.2.8 Evaluation, Satisfaction, and Performance Metrics**

- a.** Provide an evaluation plan that addresses, at minimum:
  1. Numbers of participants and levels of engagement
  2. Durations of participant in specific activities
  3. Member satisfaction
  4. Improved health outcomes
  5. Impact on health claims
  6. Impact on physical activity
  7. Impact on rate of injuries
  8. Impact on member nutritional habits
  9. Impact on member knowledge relative to healthy behaviors
- b.** Satisfaction Surveys- Please address at least the following:
  1. Do you currently perform membership satisfaction surveys?
  2. What questions are asked?
  3. How are they sent to members, i.e. on the portal or email or hard copy?
  4. Provide a copy of the latest results of the survey.
  5. What percentage of members indicated that they were “satisfied or very satisfied” with the overall program?

### **6.2.9 Federal Requirements on Wellness**

- a.** Summarize how the vendor would be compliant with all federal requirements surrounding wellness programs and incentives. See attachment “F”

### **6.2.10 Marketing and Promotional Strategies**

- a.** Describe your marketing and promotional strategies.
- b.** Provide samples of your marketing and promotional materials.

## **REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY**

### **6.2.11 Performance Guarantees**

- a.** Please describe the Vendor Proposed Fees at Risk for engagement if higher than Minimum in 5.3.2.
- b.** Please describe the Vendor Proposed Fees at Risk for health risk improvement if higher than Minimum in 5.3.3.
- c.** Please describe the Vendor Proposed Fees at Risk for satisfaction survey if higher than Minimum in 5.3.4.
- d.** Please describe the Vendor Proposed Fees at Risk for account management if higher than Minimum in 5.3.5.

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

## SECTION 7: VENDOR PROPOSAL

### 7.1 **Economy of Preparation**

Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

### 7.2 **Incurring Cost**

Neither the Agency 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.

### 7.3 **Proposal Format**

Vendors should provide responses in the format listed below:

#### 7.3.1 **Two-Part Submission**

Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. All financial proposal information must be in a separately sealed envelope and a separate email clearly marked “Cost Proposal”. See section 2.5 for full proposal format details.

#### 7.3.2 **Title Page**

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

#### 7.3.3 **Table of Contents**

Clearly identify the material by section and page number.

#### 7.3.4 **Response Reference**

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.

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

## **7.3.5 Proposal Submission**

All proposals must be submitted to WV PEIA **prior** to the date and time stipulated in the RFP as the due date of the bid. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.

## **7.4 Oral Presentations (Agency Option)**

The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process who achieve a minimum acceptable score (MAS) on their technical proposal. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

### **7.4.1 Materials and Information Required at Oral Presentation**

The vendor may only present information that directly clarifies and/or correlates to their previously submitted proposal. The Oral Presentations will be for the RFP Review Committee to seek clarification, probe for detail, or ask other questions directly related to the RFP submission made by the vendor, or for a demonstration of the product if requested.



# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

## SECTION 8: EVALUATION AND AWARD

### 8.1 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 who demonstrates that it meets all the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.

PEIA, at its option, may elect to conduct interviews and oral presentations with the top-rated bidders. There are no points specifically assigned to the interview. The purpose is to confirm or clarify responses to the RFP.

### 8.2. 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. The technical evaluation will be based upon the point allocations designated for a total of 60 of the 100 points. Cost represents 40 of the 100 total points.

### 8.3 Evaluation Point Allocation

All points awarded for each proposal component will be summed to obtain a total figure. The Vendor who meets all the mandatory specifications and attains the highest point score of all Vendors shall be awarded the contract. The successful Vendor will be made by a consensus of the evaluation committee.

### 8.4 Technical Bid Opening

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

### 8.5 Technical Evaluation

The Agency evaluation committee will review the technical proposals and assign points.

### 8.6 Proposal Disqualification

**8.6.1 Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 42 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.

# REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY

**8.6.2 Failure to Meet Mandatory Requirements:** Vendors must meet or exceed all mandatory requirements in order to have technical proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

## 8.7 Cost Evaluation

The Agency 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 PEIA Director.

**8.7.1 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 to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine 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:**  $\text{Cost Score Percentage of 40 Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is  $\$1.50 \text{ PMPM} \times 36,500 = \$54,750 \times 3^* = \$164,250$

Proposal 2 Cost is  $\$1.65 \text{ PMPM} \times 36,500 = \$60,225 \times 3^* = \$180,675$

Points Allocated to Cost Proposal is 40

Proposal 1:

Step 1 –  $\$164,250 / \$164,250 = \text{Cost Score Percentage of 1 (100\%)}$

Step 2 –  $1 \times 40 = \text{Total Cost Score of 40}$

Proposal 2:

Step 1 –  $\$164,250 / \$180,675 = \text{Cost Score Percentage of .91 (91\%)}$

Step 2 –  $0.91 \times 40 = \text{Total Cost Score of 36.4}$

*\*Example assumes both vendors final PMPM for all three years is the same*

**REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY**

**SECTION 9: VENDOR INFORMATION, CERTIFICATION & SIGNATURE PAGE**

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**(Vendor Name)**

---

**(Contract Administrator)**

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**(Contract Administrator E-Mail)**

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**(Phone Number) / (Fax Number)**

**CERTIFICATION AND SIGNATURE:** By signing , I certify that I have reviewed this Solicitation 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 PEIA that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation 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 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.

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**(Signature)**

---

**(Printed Name)**

---

**(Title)**

## Attachment A

### MANDATORY REQUIREMENTS CONFIRMATIONS

**MANDATORY - THIS APPENDIX MUST BE COMPLETED AND INCLUDED WITH TECHNICAL PROPOSAL. VENDOR MUST MARK EACH ITEM TO INDICATE THAT THEY MEET THE CRITERIA OF OR AGREE TO THE SPECIFICATIONS OF EACH REQUIREMENT.**

<b>5.1 MINIMUM PROJECT REQUIREMENTS</b>		
	5.1.1	Vendor project plan must include an implementation timeline.
	5.1.2	Vendor will work with PEIA to design, brand, and implement a centralized wellness solution for approximately 73,000 policyholders both statewide and nationally.
	5.1.3	Vendor will provide a sophisticated web-based and mobile device application platform (compatible with both Android and Apple devices) which syncs in real time. The solution shall allow vendor, agency, and member interface and functionality for the management of the wellness solution.
	5.1.4	Wellness solution must enable policyholders to engage in a variety of health and wellness activities. The solution must permit flexibility for PEIA to determine what is considered “engagement” .
	5.1.5	<p>Vendor must provide a staffed customer service team managing the phone line that is available for a minimum of 12 hours within the 6:30 am - 9 pm EST time frame six days per week. The phone line may have an interactive voice response system, but members should always have an option to speak with a live representative with the appropriate knowledge of WV PEIA’s plans and benefits. This team must be dedicated to PEIA.</p> <ul style="list-style-type: none"> <li>It is required that these staff are located within the continental United States</li> <li>Vendor must document all member service calls through call recording and call notes. Vendor will forward call recordings and written transcripts at WV PEIA’s request within two business days of the request being made.</li> </ul>
	5.1.6	<p>Vendor will provide a dedicated account services team that includes the account manager and other members of the account management team.</p> <p>Vendors must agree to notify PEIA in writing immediately of any anticipated changes in personnel assigned under the terms of this engagement.</p>
	5.1.7	Vendor must work closely with, and under the direction of, the PEIA Wellness Program Manager or their designees.
	5.1.8	Vendor staff must coordinate and lead a minimum of 1 call weekly throughout program implementation and 1 call monthly throughout ongoing program management with PEIA staff. These regular calls will also review member service/issues.
	5.1.9	Vendor bid must include sample wellness materials written on a sixth grade level.
	5.1.10	Vendor must provide PEIA access to their demo web-/app-based interactive system during the RFP review process. The access information must be provided for up to 7 users with all details for access to be included with the bid submission. Users should be able to simulate member experience.

	5.1.11	<p>Vendor must agree to send monthly and quarterly reports electronically, as well as be present at mid-year and annual meetings with WV PEIA to discuss implementation progress, plan performance, engagement, resource utilization, member satisfaction and issues, and present financial results, ROI, VOI, etc. Monthly reporting shall be received no later than 10 business days into the following month and quarterly reporting no later than 30 business days into the following quarter. Annual reports must be received no later than 45 days after the end of the fiscal year.</p> <p>Vendor must supply up to six (6) ad hoc reports per year to explore specific issues and provide information at the request of PEIA.</p>
	5.1.12	<p>Minimum Return On Investment (ROI) of 1:1.5. The methodology to determine ROI must be clear and well defined.</p>
	5.1.13	<p>The proposed program must be able to measure and quantify value on investment (VOI). The methodology to determine VOI must be clear and well defined.</p>
	5.1.14	<p>Vendor must agree that all data collected, created, shared, or generated under the scope of work of this contract will be kept secured, encrypted, and segregated in a manner so that, if needed and/or upon termination of the contract it can be rendered unreadable, unusable or indecipherable or otherwise destroyed in accordance with applicable provisions of the HIPAA Security Rules. The referenced data is the sole property of the West Virginia Public Employees Insurance Agency (PEIA) and may not be used for any other projects, contracts, or purposes without the express written consent of PEIA. Any severance or change in status of a subcontractor, employee, collaborator, student, or agent, whether voluntary or involuntary, shall immediately terminate their rights to access, use, or otherwise have direct or indirect permissions with regard to said data.</p>
	5.1.15	<p>The vendor must provide the website, phone app, customer service telephone number, HRA, and programs as available for testing in a timely manner prior to program launch.</p>
<b>5.2 MINIMUM VENDOR REQUIREMENTS</b>		
	5.2.1	<p>Vendor shall provide information and documentation in Attachment F- Firm and Staffing regarding the firm’s staff qualifications and experience in providing wellness programming and healthcare claim auditing services.</p> <p>Proposal staffing must include at least one (1) account manager with at least 2 years’ experience that will be available to address PEIA’s needs and member issues on a daily basis. This account manager should have successfully led at least one other major account through implementation and project management. This individual shall be present on this account for both implementation and ongoing management.</p> <p>Information and documentation shall include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Copies of any staff certifications or degrees to demonstrate the qualifications of leadership, project management, wellness coaching, mental health, counseling and behavior change,</li> <li>• Proposed staffing plans for a typical health plan wellness program,</li> <li>• Descriptions of past projects completed (descriptions shall include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.),</li> <li>• Any other information that the vendor deems relevant to the items identified as desirable or mandatory below.</li> </ul>
	5.2.2	<p>Vendor shall provide at least 3 active client references and 3 terminated client references in Attachment XX - Vendor Agency Qualifications.</p>

	5.2.3	Vendor shall provide the following Financials and Ratings information <ul style="list-style-type: none"> <li>• Certificate of Insurance</li> <li>• Financial Statements</li> <li>• Accreditations, if any</li> <li>• Financial Ratings, if any</li> </ul>
	5.2.4	Vendor will provide a list of any current subcontractors, collaborators, and other third parties that will perform duties under this contract, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor’s organizational abilities. This information will be provided with the bid proposal in Attachment E.
	5.2.5	Vendor must demonstrate a minimum of four (4) years of experience in the worksite wellness industry as evidenced by contracts in place for at least five years, at least 2 years of which include providing wellness solutions for a large (50,000+) public sector client.
	5.2.6	Vendor shall provide information and demonstrate that they have experience providing wellness services to customers who live in rural areas. Vendor may demonstrate this experience by listing clients as a reference or providing examples of how clients in areas of low connectivity are engaged with their solution.
	5.2.7	Vendor must be, and must remain, compliant with all federal regulations impacting wellness programming.
	5.2.8	Vendor must be able to provide timely reporting for any cash or cash equivalent incentives for employers to be able to report payroll withholding sufficient to comply with all IRS laws, regulations, and guidelines.
	5.2.9	Vendor must agree to immediately (no more than one (1) business day) report any event or incident that may result in any real or perceived harm to any member, provider, or the agency.
	5.2.9	The vendor shall agree in accordance with applicable provisions of 45 CFR § 164.512(e)(1)(i) and (f)(1)(ii), the vendor, or any subcontractor of the vendor, is required to notify PEIA within five (5) business days if it is involved or engaged in any litigation which can or may result in the disclosure or re-disclosure of any PEIA member PII/PHI in an identified or de-identified format. The State of West Virginia and PEIA reserve the right to defend against any such disclosures or re-disclosures.
	5.2.10	The vendor shall demonstrate the ability to coordinate and integrate with PEIA’s wellness programs and other benefit services outside of the Vendor-offered wellness solution.
<b>5.3 MINIMUM PERFORMANCE GUARANTEES</b>		
	5.3.1	Engagement <b>Objective:</b> PEIA-defined engagement shall be a minimum of eligible membership as described below in target. <b>Frequency:</b> Quarterly <b>Target:</b> Q1= 25%; Q2 = 30%; Q3= 40%; Q4= 50% during year 1. After year 1 <b>Assessment:</b> Within the first 15 days after the end of quarter the vendor will report on engagement. Additionally, if assessment indicates the vendor did not reach a goal a strategy to increase engagement must be presented. Minimum Fees at Risk: 2% of the Quarterly PMPM

	5.3.2	<p>Account Management</p> <p><b>Objective:</b> All account issues, member issues, written, and phone</p> <p><b>Frequency:</b> Quarterly</p> <p><b>Target:</b> 98%</p> <p><b>Assessment:</b> Mutually agreed upon validation and reporting provided by the vendor. Additionally, if assessment indicates the vendor is not reaching a goal a strategy to improve responsiveness must be presented.</p> <p>Minimum Fees at Risk: 2% of the Quarterly PMPM</p>
	5.3.3	<p>Health Risk Improvement (Population Health)</p> <p><b>Objective:</b> Vendor will be able to show a demonstrated improvement of health</p> <p><b>Frequency:</b> Annually</p> <p><b>Target:</b> 5%</p> <p><b>Assessment:</b> Year over year HRA mutually agreed upon Health Risk Factors. Done annually after the new HRA completed and compared with the previous year's beginning HRA.</p> <p>Minimum Fees at Risk: 2% of the Quarterly PMPM</p>
	5.3.4	<p>Satisfaction Surveys</p> <p><b>Objective:</b> Vendor will have high levels of member satisfaction.</p> <p><b>Frequency:</b> Annually</p> <p><b>Target:</b> 90% or higher satisfaction.</p> <p><b>Assessment:</b> Mutually agreed upon survey decided during implementation which, when the results are placed on a five (5) point scale with one (1) as the lowest satisfaction score and 5 as the highest satisfaction score, "satisfaction" is defined as 3 (three) or higher.</p> <p>Minimum Fees at Risk: 2% of the Quarterly PMPM</p>

**Vendor's signature below certifies that all of the mandatory minimum requirements in Section 5 have been carefully evaluated and understood, and Vendor meets or agrees to each item.**

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

\_\_\_\_\_  
 (Representative Name, Title)

\_\_\_\_\_  
 (Date)

**Attachment B**  
**PROSPECTIVE VENDOR'S LIST**  
**SOLICITATION NO. ARFP PEI240000002**

TECHNICAL PROPOSAL

(Vendor is recommended to include \*all\* attachments with proposal. However, the below items MUST be included with the proposal or the bid will be disqualified. All other attachments must be received prior to final contract award).

- \_\_\_\_\_ Title Page
- \_\_\_\_\_ Introduction
- \_\_\_\_\_ Table of Contents
- \_\_\_\_\_ Certification and Signature page, signed (Section 9)
- \_\_\_\_\_ Technical Responses (Section 6)
- \_\_\_\_\_ Attachment A: Mandatory Requirements Confirmation
- \_\_\_\_\_ Attachment B: Prospective Vendor's Checklist
- \_\_\_\_\_ Attachment C: Subcontractor Information Form
- \_\_\_\_\_ Attachment F: Vendor Experience
- \_\_\_\_\_ Attachment G: Staff Resumes
- \_\_\_\_\_ Attachment H: Deviations Page

Additional Mandatory Vendor Information

- \_\_\_\_\_ 5.1.9 - Sample Wellness Materials
- \_\_\_\_\_ 5.1.10 - Access to demo web-/app-based interactive system
- \_\_\_\_\_ 5.1.12 - Current Vendor ROI details and methodology
- \_\_\_\_\_ 5.2.1 - Relevant staff documentation
- \_\_\_\_\_ 5.2.3 - Financials & Ratings documents

COST PROPOSAL

- \_\_\_\_\_ Pricing Summary Page
- \_\_\_\_\_

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

\_\_\_\_\_  
(Representative Name, Title)

\_\_\_\_\_  
(Date)



**Attachment C**  
**SUBCONTRACTOR INFORMATION FORM**  
**SOLICITATION NO. ARFP PEI240000002**

Name	
Address	
Contact Person	
Description of Work to be Subcontracted	
Descriptive information concerning organizational abilities	

Name	
Address	
Contact Person	
Description of Work to be Subcontracted	
Descriptive information concerning organizational abilities	

**Attachment D**  
**HIPAA BUSINESS ASSOCIATE ADDENDUM & APPENDIX**  
**SOLICITATION NO. ARFP PEI240000002**

**NOTE: TERMS ARE NON-NEGOTIABLE**

**FINAL CONTRACT WILL NOT BE NEGOTIATED UNTIL THIS ADDENDUM IS FULLY EXECUTED.**

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents



and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### 5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

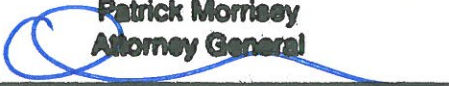
Title: \_\_\_\_\_

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

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

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

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26<sup>th</sup>  
DAY OF Jan 20 13  
BY   
Patrick Morrissey  
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

## Appendix A

Name of Business Associate: \_\_\_\_\_ (Wellness Program Vendor)

Name of Agency (Covered Entity): **The West Virginia Public Employees Insurance Agency**

Describe the PHI. If not applicable please indicate the same.

Per 45 CFR, Part 160.103

Health information means any information, whether oral or recorded in any form or medium, that:

(1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and

(2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

(1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

(2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

(i) That identifies the individual; or

(ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected health information means individually identifiable health information:

(1) Except as provided in paragraph (2) of this definition, that is:

(i) Transmitted by electronic media;

(ii) Maintained in electronic media; or

(iii) Transmitted or maintained in any other form or medium.

In this agreement this PHI shall specifically include, but not necessarily be limited to the following and shall be subject to the terms and conditions listed in this Appendix:

- (1) PEIA member and/or dependent name(s) and accompanying personally identifiable information (PII), including, but not limited to: date(s) of birth, social security numbers, policy number(s), e-mail address(es), phone number(s), address(es), place(s) of employment, medical condition(s), health status, or other specific identifiers as listed in the published United States Department of Health and Human Services Guidance viewable at: [http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/hhs\\_deid\\_guidance.pdf](http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-identification/hhs_deid_guidance.pdf).
- (2) PEIA Member specific program participation information, to include, but not necessarily be limited to, information that would allow the Wellness Program vendor to administer, manage, and operate a comprehensive health and wellness program for or on behalf of PEIA and its members.
- (3) PEIA Member PII/PHI that may be disclosed by PEIA Members to the staff of the PEIA Wellness Program and/or the staff of the Wellness Program vendor during the provision of services under the scope of this Agreement.
- (4) PEIA Wellness Program participant(s) medical and/or pharmaceutical claims information, or other PHI for the purpose of and the meaningful use in determining and evaluating PEIA's Return on Investment (ROI) at specified junctures during the term of the contract.
- (5) The Associate shall comply with any and/or all provisions of Titles I & II of the Health Insurance Portability and Accountability Act of 1996, Pub.L. 104–191, 110 Stat. 1936, as amended, and the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Reinvestment and Reauthorization Act of 2009 (ARRA), including the Final Omnibus Rule.
- (6) In all instances, only the minimum amount of PHI necessary for the Associate to complete the scope of work under this contract shall be released to the Associate pursuant to the Agreement.

By signing below, the parties agree to the terms and conditions of the West Virginia State Government HIPAA Business Associate Addendum including the terms and conditions outlined in this APPENDIX A of the document.

Approved for:  
**West Virginia Public Employees  
Insurance Agency**

Approved for:  
**Wellness Program Vendor**

\_\_\_\_\_  
Brian A. Cunningham, Director                      Date

\_\_\_\_\_  
Date

**Attachment E**  
**DATA MANAGEMENT ADDENDUM & APPENDIX**  
**SOLICITATION NO. ARFP PEI240000002**

**NOTE: TERMS ARE NON-NEGOTIABLE**

FINAL CONTRACT WILL NOT BE NEGOTIATED UNTIL THIS ADDENDUM IS FULLY EXECUTED.

## Data Exchange – Data Management Addendum

### 1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**2. Data Ownership:** The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

**3. Data Protection and Privacy:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,



the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

**4. Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

**5. Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

**6. Notification of Legal Requests:** The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

**7. Termination and Suspension of Service:**

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
  - 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - 30 days after the effective date of termination, if the termination is for convenience
  - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

**8. Background Checks:** The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

**9. Oversight of Authorized Persons:** During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

**10. Access to Security Logs and Reports:** The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

**11. Data Protection Self-Assessment:** The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**12. Data Center Audit:** The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**13. Change Control and Advance Notice:** The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

**14. Security:**

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

**15. Non-disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

**16. Import and Export of Data:** The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

**17. Responsibilities:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

**18. Subcontractor Compliance:** The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

**19. Right to Remove Individuals:** The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

**20. Business Continuity and Disaster Recovery:** The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

**21. Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**22. Web Services:** The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

**23. Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

**24. Subscription Terms:** Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

**25. Equitable Relief:** Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

**AGREED:**

Name of Agency: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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



## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

### Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?  
Yes   
No
2. If yes to #1, does the restricted information include personal data?  
Yes   
No
3. If yes to #1, does the restricted information include non-public data?  
Yes   
No
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?  
Yes   
No
5. Provide name and email address for the Department privacy officer:  
Name: \_\_\_\_\_  
Email address: \_\_\_\_\_

### Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:  
Name: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Attachment F**

**VENDOR EXPERIENCE INFORMATION  
SOLICITATION NO. ARFP PEI240000002**

Contact Person	
Position	
Address	
City, State, Zip	
Telephone Number	
E-mail Address	
Project Description	
Project Dates	
Personnel Assigned	

Contact Person	
Position	
Address	
City, State, Zip	
Telephone Number	
E-mail Address	
Project Description	
Project Dates	

**Attachment G**  
**STAFF RESUMES**  
**SOLICITATION NO. ARFP PEI240000002**

Name	
Title	
Relevant Experience	
Relevant Certifications	
Education	

Name	
Title	
Relevant Experience	
Relevant Certifications	
Education	

**Attachment H**  
**DEVIATIONS PAGE**

**SOLICITATION NO. ARFP PEI240000002**

Vendor MAY NOT request an exception, clarification, or modification to circumvent a mandatory minimum requirement. PEIA is under no obligation to consider or negotiate any of the proposed items.

ORIGINAL RFP ITEM & LOCATION / VENDOR PROPOSED EXCLUSION, CLARIFICATION, OR MODIFICATION


Attachment I

FEDERAL REQUIREMENTS FOR WELLNESS PROGRAMS FORM  
SOLICITATION NO. ARFP PEI240000002

Federal Agency	
Mandate	
Description of how requirement will be met	

Federal Agency	
Mandate	
Description of how requirement will be met	

Federal Agency	
Mandate	
Description of how requirement will be met	

Federal Agency	
Mandate	
Description of how requirement will be met	

# Attachment J

## VENDOR REGISTRATION REQUIREMENTS

### SOLICITATION NO. ARFP PEI240000002

Vendors must complete all three registrations below before an award document can be finalized. Registration is not required for bidding.

Vendors may register with the WV Secretary of State and the WV Tax Department simultaneously at <http://www.business4wv.com>, but **wvOasis Vendor Registration is a separate and distinct process.**

### WV STATE VENDOR REGISTRATION - WVOASIS

Vendors doing business with the State of West Virginia are required to register with wvOasis. This consists of [at minimum]: (A) registration in the VSS system (either manually or by paper application), (B) submission of a W-9 to the State Finance Division, (C) disclosure of at least two officers and banking information. and (D) payment of a \$125 annual vendor registration fee [Certain exemptions to the fee apply. Information below ]

Vendors may register in one of the following ways:

1. Vendor Self Service (VSS)

VSS Link: <https://prod-fin-vss.wvoasis.gov/webapp/prdvss11/AltSelfService>

VSS FAQ: <http://www.state.wv.us/admin/purchase/VendorReg.html>

Help: wvOasis Help Desk  
[helpdesk@wvoasis.gov](mailto:helpdesk@wvoasis.gov)  
304-558-6708

2. Vendor Registration and Disclosure Statement and Small, Women-, and Minority-Owned Business Certification Application

Download: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

Send to: Purchasing Division - Vendor Registration  
2019 Washington Street East  
Charleston, WV 25305-0130

*Exemption to the \$125 Vendor Registration Fee* - In specific situations, the fee may be waived for vendors providing goods/services to the State of West Virginia. This exemption only applies to specific transactions. If a vendor provides an exempt service, but then wishes to provide a non-exempt service, they are required to pay the registration fee before an award can be made for a non-exempt service.

Some vendor services commodities/services solicited by PEIA will qualify for this exemption. If a vendor is unsure whether they need to pay the fee, they can contact the PEIA Procurement Officer or the RFP Coordinator of the Solicitation they are reviewing.

### **WV SECRETARY OF STATE REGISTRATION**

Registration with the WV Secretary of State's Office is required for all Vendors doing business with the State of West Virginia, and may require a fee of \$100.00 depending on the business registration category.

Business registration with the Secretary of State falls into one of the two categories:

- a. Domestic (formed in West Virginia), or
- b. Foreign (formed out-of-state)

Vendors may complete an Application for Exemption from Certificate of Authority with the WV SOS if you feel your company qualifies. Please mail the completed form and include a check for \$25.00, made payable to WV SOS, along with a copy of the company's home state issued Certificate of Good Standing / Certificate of Corporation.

<http://www.sos.wv.gov/business-licensing/forms/Documents/Corporation/cf-2.pdf>

You may contact the WV Secretary of State's Office with your questions @ 304-558-6000

### **WV TAX DEPARTMENT**

All entities doing business in the State of West Virginia must be registered with WV TAX and pay a one-time fee of \$30.00.

An exemption with the WV Secretary of State does not mean you are exempt from registering with the WV Tax Department.

If you need to speak to someone at the WV Tax Department, please call 304-558-8683.

NOTE:

You may use the Business4WV website to register with the WV Secretary of State and the WV Tax Department simultaneously at <http://www.business4wv.com>. Please note there is a one-time fee of \$130.00.

# Attachment K

## Pricing Summary Form

The costs listed are considered firm during the awarded contract. Ancillary expenses (travel, meals, lodging, etc) are to be included in proposed rates and will not be paid directly. Additional copies of this page should be used in the event that the Vendor intends to include price adjustments after the initial Contract term (3 years) for optional renewal years.

Cost scoring will be evaluated on 73,000 members. All costs must be presented as "Per Member Per Month". Additional copies of this form may be used if extra lines are needed for either section. **The Cost Proposal Evaluation will consider the three (3) year cost of a Vendor's Base Rate + Required Components.**

A. Base Rate Required*	YEAR 1		YEAR 2		YEAR 3		TOTAL
<i>Example:</i>	<i>PMPM</i>	<i>YEAR TOTAL</i>	<i>PMPM</i>	<i>YEAR 2 TOTAL</i>	<i>PMPM</i>	<i>YEAR 3 TOTAL</i>	<i>THREE YEAR TOTAL</i>
	\$0.05	\$43,800.00	\$0.05	\$43,800.00	\$0.05	\$43,800.00	\$65,700.00
This base rate must include: All required analytics and reporting ; HRA; Customer service operations; All technology expenses; Billing and support services; Account management staffing; Champions network management; Implementation costs							
B. Required components - must be submitted individually **	YEAR 1		YEAR 2		YEAR 3		TOTAL
<i>Example:</i>	<i>\$0.08</i>	<i>\$70,080.00</i>	<i>\$0.05</i>	<i>\$43,800.00</i>	<i>\$0.05</i>	<i>\$43,800.00</i>	<i>\$78,840.00</i>
Social challenges							
Incentive Design and Management; reward fulfillment***							
Promotional and marketing costs (including cobranding)							
Library of online resources for member self help							
Biometric data management/tracking							
Individualized live coaching services or point solution - DIABETES							
Individualized live coaching services or point solution - OBESITY							
Mental Health Solution							
<b>Three Year Contract Total</b>							

\* Base Rate must include all services listed as mandatory within the RFP except those listed in Section B.

\*\* Required Components be itemized and listed as a PMPM rate, and must not be included in the Base Rate. Please include any additional vendor services or programs that are required for the vendor proposal but are not covered in the Base Rate or the Required Components.

\*\*\* Does not include the cost of rewards. PEIA will work with the chosen vendor on reward options, and can only reimburse vendors for rewards actually distributed to members.





**Attachment L**  
**ADDENDUM ACKNOWLEDGMENT FORM**  
**SOLICITATION NO. ARFP PEI240000002**

**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.

<b>AUTHORIZED SIGNATURE</b>	
<b>COMPANY</b>	<b>DATE</b>

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document proce

## ATTACHMENT M

### ADDENDUM DETAIL - ADDENDUM 1

The purpose of this addendum is to modify the solicitation identified as [ARFP PEI2400000002] ("Solicitation") to reflect the change(s) identified and described below.

#### Applicable Addendum Category

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

#### Description of Modification to Solicitation

1. Add Attachment K - Addendum Detail - Addendum 1
2. Add HIPAA Business Associate Addendum & Appendix to Attachment D
3. Add Data Management Addendum to Attachment E
4. Edit Table of Contents to Include Attachment K
- 5.
- 6.

#### Terms and Conditions

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect
2. Vendor shall acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith in the Terms and Conditions. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgment should be submitted with the bid to expedite.

**ADDENDUM DETAIL - ADDENDUM 2**

The purpose of this addendum is to modify the solicitatoin identified as [ARFP PEI2400000002] ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation

1. Edit Section 2.3, Pre-Bid Meeting to include video call link
2. Correction to lettering of Addendum Detail Attachment to "M"
- 3.
- 4.
- 5.
- 6.

Terms and Conditions

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect
2. Vendor shall acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith in the Terms and Conditions. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgment should be submitted with the bid to expedite.